

1 Tina Wolfson (SBN 174806)
2 *twolfson@ahdootwolfson.com*
3 Andrew W. Ferich (admitted *pro hac vice*)
4 *aferich@ahdootwolfson.com*
5 **AHDOOT & WOLFSON, PC**
6 2600 W. Olive Ave. Suite 500
7 Burbank, CA 91505
8 Tel: (310) 474-9111; Fax: (310) 474-8585

9 *Class Counsel*

10 *[Additional Counsel Appear on Signature Page]*
11 *Class Counsel*

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF LOS ANGELES**

14 HEATHER HEATH, BRIAN HEINZ,
15 ROBERT RUMA, MATTHEW RUTLEDGE,
16 and ANDREA HANS, individually and on
17 behalf of all others similarly situated,

18 Plaintiffs,

19 v.

20 KEENAN & ASSOCIATES, and DOES 1
21 through 20, inclusive,

22 Defendants.

Case No. 24STCV03018

*[Assigned for all purposes to Honorable
Timothy Patrick Dillon]*

**JOINT DECLARATION OF CLASS
COUNSEL (TINA WOLFSON, YANA
HART, M. ANDERSON BERRY, AND
BENJAMIN F. JOHNS) IN SUPPORT OF
MOTION FOR AWARD OF SERVICE
PAYMENTS, ATTORNEYS' FEES, AND
REIMBURSEMENT OF EXPENSES**

Final Fairness Hearing

Date: November 14, 2025
Time: 10:00 AM
Dept.: 15

Compl. Filed: February 2, 2024
Trial Date: None

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

5
6
7
8
9
10
11
12
13
14
15
16
17
18

0
1
2
3
4
5
6
7
8

4
5
6
7
8

8

1 “Class Counsel.” Unless otherwise defined, capitalized terms herein shall have the same meaning as
2 ascribed to them in the Settlement Agreement (Section 1, “Definitions”).

3 8. We vigorously and zealously represented the interests of the proposed Settlement
4 Class from the inception of this litigation until the present.

5 9. The proposed Settlement is the result of good faith, arm’s length settlement
6 negotiations, conducted during a full-day mediation session before the Honorable Jay C. Gandhi
7 (Ret.) of JAMS on May 1, 2024. The Settlement is also a product of extensive subsequent negotiation
8 efforts between the Parties to finalize the Settlement Agreement.

9 10. The proposed Settlement provides a fair, reasonable, and adequate result for the
10 Settlement Class in a case that presented novel and complex issues and substantial risks.

11 11. As of September 19, 2025 a total of 49,590 claims have been received, of which 30,448
12 have elected to receive the Credit Monitoring and Insurance Services (CMIS) benefit. To date there
13 have been no requests for exclusion from or objections to the Settlement. Based on the current
14 numbers, the total value of the settlement benefits offered to the Settlement Class is already in excess
15 of \$46 million, and will likely increase before the October 30, 2025 Claims Deadline.¹ Class
16 Members have until October 15, 2025 to request exclusion from or object to the Settlement. Updated
17 numbers will be provided before the Final Fairness Hearing.

18 12. Through the Fee Motion, we are respectfully requesting a Fee and Expense Award of
19 \$4,975,000.00 in attorneys’ fees, costs, and expenses, as well as Service Payments of \$2,000.00 to
20 the five Class Representatives in accordance with the terms of the preliminarily approved Settlement.

21 13. For nearly 20 months of litigation, our firms devoted 2,532.57 total hours and incurred
22 a collective lodestar of \$2,166,656.25 to secure the relief for the Class. We have also incurred a total
23 of \$61,204.29 in reasonable and necessary litigation expenses.

24
25
26 ¹ The CMIS benefit is valued at \$27 per month for each Participating Settlement Class Member
27 receiving that benefit. For the three-year term (36 months), therefore, a single subscription is valued
28 at \$972. Based on the current claims figures, the value of the CMIS benefit to the Settlement Class is
at least \$29,595,456, considering the 30,448 CMIS claims to date (before deducting the cost of this
benefit).

14. The requested attorneys' fees (without costs) amount to 35%² of the \$14,000,000 Settlement Fund, and 10.7% of the current Settlement value (\$46,095,456, which includes the \$14 million common fund, the value of the CMIS benefit provided to date (i.e., \$29,595,456), and the \$2.5 million³ value of the injunctive relief and security enhancements obtained and provided for as part of the Settlement.

Background

15. On or around January 25, 2024, Defendant Keenan & Associates (“Keenan”) announced a Data Security Incident in which unauthorized parties accessed and acquired the personally identifiable information (“PII”) and protected health information (“PHI”) of approximately 1,780,595 individuals.

16. In its Notice of Data Breach, Keenan acknowledged that “an unauthorized party gained access . . . at various times between approximately August 21, 2023, and August 27, 2023.” Keenan also acknowledged that it had been aware of the breach since around August 27, 2023.

17. The breach perpetrators obtained access to information that federal and state law require companies take security measures to protect, including, but not limited to: names, Social Security numbers (“SSNs”), passport and driver’s license numbers, as well as PHI in the form of health insurance information and general health information.

18. Following the Notice of Data Breach, numerous putative class actions were filed against Keenan in this Court and in the United States District Court for the Central District of California.

² \$4,975,000 (total fee and expense request) - \$61,204.29 (expenses) = \$4,913,795.71 (fees); \$4,913,795.71 / \$14,000,000 (common fund) = 0.3501 (35%). As previously disclosed in the Preliminary Approval Motion, Class Counsel have entered a fee sharing agreement which stipulates that any fees awarded by the Court shall be split evenly among the four Class Counsel law firms. Pursuant to Rule 1.5.1 of the California Rules of Professional Conduct, all clients of the four firms (the proposed Class Representatives) provided their written consent to the fee splitting agreement. Class Counsel shall make such documentation available to the Court upon request.

³ Keenan has confirmed that the value of the business practices changes and injunctive relief provided for under the Settlement is \$2,500,000 annually. For purposes of calculating the estimated Settlement value, we included only one year of value, i.e., \$2,500,000.

1 19. Keenan removed this *Heath* case and all other state actions to federal court on March
2 1, 2024. Class Counsel moved to remand *Heath* action. Ultimately, the *Heath* case was remanded
3 back to this Court.⁴

4 20. Following remand proceedings, Class Counsel agreed to combine forces for the benefit
5 of the Class. Class Counsel are counsel for Plaintiffs Heath, Heinz, and Hans (the first three cases
6 filed in this Court) and counsel for Plaintiffs in the two of the actions originally brought in the Central
7 District of California (Plaintiff Rutledge and Plaintiff Ruma).

8 **Class Counsel's Litigation Efforts**

9 21. Prior to combining forces, Class Counsel and their respective firms independently
10 investigated the Data Security Incident and then drafted and filed separate class action complaints.

11 22. In preparing their detailed complaints, Class Counsel first had to understand Keenan's
12 business practices, its relationship with Class Members, and the circumstances of the Data Security
13 Incident. Class Counsel conducted a thorough public search, interviewed the affected victims of the
14 data breach, analyzed Keenan's state mandated data breach notices, and reviewed/analyzed Keenan's
15 responses/statements regarding the Data Security Incident.

16 23. Class Counsel determined that Keenan collected PII and PHI of Class Members in
17 connection with providing its services.

18 24. After filing, Class Counsel continued investigating the incident, including assessing
19 whether additional entities might bear liability, and scrutinizing the adequacy of Keenan's remedial
20 measures as well as compliance with the state notification requirements.

21
22
23 ⁴ After the parties reached a settlement in principle, all the federal actions against Keenan in the
24 California Central District were stayed pending final approval of this Settlement (*Rutledge*, 5:24-cv-
25 00263, ECF 53; *Heinz*, 2:24-cv-01735, ECF 19; *Barfield*, 5:24-cv-00320, ECF 21; *Sargent*, 8:24-cv-
26 00260, ECF 20; *Ruma*, 2:24-cv-01070, ECF 22; *Reyes*, 8:24-cv-00274, ECF 19; *Hans*, 2:24-cv-
27 01737, ECF 18; *Mahaffey*, 2:24-cv-01288, ECF 18; *Vanover*, 2:24-cv-0174, ECF 29; *Nell*, 2:24-cv-
28 01409, ECF 17; *Gaines*, 2:24-cv-01732, ECF 18; *Culberson*, 2:24-cv-01437, ECF 14; *Lopez*, 2:24-
cv-01573, ECF 15; *Combs*, 2:24-cv-01739, ECF 20; *Teague*, 2:24-cv-01609, ECF 17; *Thomas*, 2:24-
cv-01620, ECF 26; *Spina*, 2:24-cv-01699, ECF 19; *Joffre*, 2:24-cv-02853, ECF 14; *Ghyam*, 8:24-cv-
00544, ECF 31).

25. As part of their respective investigations into the Data Security Incident, Class Counsel also retained a well-regarded third-party expert to conduct dark web searches for information related to the Data Security Incident.

26. From the outset of their engagement, Class Counsel have stayed abreast of all material developments involving the Data Security Incident.

27. The operative Second Amended Class Action Complaint (“SAC”) was filed on September 25, 2025, and asserts the following causes of action: 1) negligence, 2) negligence per se, 3) breach of implied contract, 4) breach of confidence, 5) breach of fiduciary duty, 6) violations of the California Unfair Competition Law, 7) violations of the California Consumer Privacy Act, 8) violations of the California Confidentiality of Medical Information Act, 9) violations of the California Customer Records Act, 10) invasion of privacy, and 11) unjust enrichment.

28. Class Counsel thoroughly researched and considered the strengths and weaknesses of each claim included in the SAC.

29. Class Counsel also began their efforts to self-organize and coordinated with one another to discuss their anticipated motion to remand and to pursue a single action in this Court.

30. Over the course of this case, Class Counsel prepared for and participated in a hearing before Judge Mark C. Scarsi on April 8, 2024, and in hearings on the motion for preliminary approval motion in this Court on January 28, 2025, and July 1, 2025.

Class Representative Vetting

31. Class Counsel worked diligently to vet prospective Plaintiffs for inclusion in this Action. We also made sure that all Plaintiffs included in the litigation preserved relevant documents and understood their role as a named Plaintiff in the litigation. As part of this process, we reviewed documents and conducted telephonic vetting interviews of the potential class representatives.

Mediation and Negotiations

32. During case organization and remand proceedings, Class Counsel privately ordered and collectively agreed with Keenan to attempt to mediate the dispute.

33. Over the next several months, Class Counsel and Keenan's Counsel exchanged confirmatory information, and agreed to engage the Judge Gandhi (Ret.) of JAMS to facilitate exploration of settlement.

34. The Parties also exchanged detailed confidential mediation briefs laying out their respective positions on the merits and on settlement.

35. The Parties participated in mediation on May 1, 2024, with Judge Gandhi (Ret.), who has significant experience in negotiating the resolution of data breach class actions.

36. The mediation was hard fought, and, after a full day of negotiations, the Parties were able to reach a settlement in principle to resolve all claims stemming from the Data Security Incident on a class-wide basis.

37. The Parties continued negotiating the many details of the Settlement for months following the mediation, including formulating the language of the Settlement and the related comprehensive exhibits and exchanging drafts of those documents.

38. During this time, Class Counsel solicited competing bids and negotiated with several separate third-party settlement administrators for settlement notice and administration. Following an in-depth evaluation of all the available bids, Class Counsel determined CPT Group, Inc.’s (“CPT”) bid to be the most competitive and in the best interests of the Class, and ultimately negotiated an agreement to retain CPT.

Settlement Benefits

39. Pursuant to the Settlement, Keenan will pay \$14 million into a non-reversionary Settlement Fund that will be used to provide robust CMIS benefits, cash payments, and other benefits to any of the 1,780,595 Class Members who submit a valid claim.

40. Specifically, the Settlement provides all Class Members with the opportunity to receive 36 months of CMIS and to select either a cash payment of up to \$10,000 for Documented Losses or a *pro rata* cash payment.

41. Keenan also has committed to significantly strengthen its data security systems and protocols as a result of this litigation, as set forth in the Settlement Agreement prospective relief section. Keenan has provided a verified statement as part of the confirmatory discovery process

1 confirming that the cost to Keenan for such efforts is in excess of \$2,500,000 per year (and that
2 combined with the \$14 million Settlement Fund brings the value of the Settlement to at least \$16.5
3 million, without accounting for the value of the CMIS benefits elected by Participating Settlement
4 Class Members). Keenan has provided a description of such prospective relief to Class Counsel,
5 however, for security reasons such changes are not detailed in this public filing.

6 42. During the Settlement negotiations, the Parties deferred any discussion concerning
7 attorneys' fees, costs and expenses, and the maximum Service Payments to be sought by the proposed
8 Class Representatives until after reaching an agreement on all material terms of the Settlement.

9 43. All negotiations were conducted at arm's length, in good faith, free of any collusion,
10 and under the supervision of Judge Gandhi.

11 44. Keenan is a large and sophisticated business entity represented by one of the largest
12 and most preeminent law firms in the country, Jones Day. Class Counsel vigorously and zealously
13 represented the interests of the Class against Keenan from inception until the present.

14 **Confirmatory Discovery**

15 45. Prior to mediation and after the Parties reached a Settlement, in order to confirm the
16 Settlement's fairness, Class Counsel received and analyzed data and information provided by
17 Keenan relating to its operations, the Data Security Incident, and the impact of the breach,
18 including: specific information concerning the timeline of the incident and the method by which
19 the threat actors operated; the total number of individuals who were potentially or actually
20 impacted nationally and in California; the total number of individuals who had their SSNs
21 disclosed; the categories of information potentially accessed by the breach; the cause of the Data
22 Security Incident and communications with the threat actors regarding a ransom demand and
23 ransom payment; and Keenan's available insurance coverage applicable to the claims in this
24 matter.

25 46. Class Counsel reviewed and analyzed this information to determine the scope of
26 necessary injunctive relief and the appropriate measure of settlement benefits to the Class.

27 47. Specifically, Class Counsel obtained verified information from Keenan which
28 established that:

a. Keenen detected a network disruption in its systems on August 27, 2023, and determined it was a ransomware attack.

b. The earliest evidence of the attack occurred on August 21, 2023.

c. With the aid of malware, from August 26, 2023, to August 27, 2023, the threat actor was able to access Keenan's servers, encrypt certain systems, and leave a ransom note. The threat actor claimed to have taken over 300 GB of data from the Keenan environment. Keenan paid the demanded ransom, and the threat actor confirmed an alleged deletion of the files it claimed to have taken. Keenan continued to scan the dark web and there has been no evidence that data from the Data Security Incident was posted.

d. Keenan's investigation identified an initial notice population of 1,780,595. Those individuals with available mailing addresses were sent notice of the Data Security Incident.

e. Keenan has confirmed that the impacted data varies by individual but includes SSNs for 1,363,238 individuals.

f. Keenan also has confirmed that out of the total 1,780,595 individuals that were sent the notice, 1,399,263 are California residents.

g. On the heels of the Data Security Incident, Keenan secured the services of Experian Information Solutions, Inc. to provide credit and identity theft monitoring services at no cost to Class Members for 24 months, and as of April 11, 2024, 48,789 individuals accepted this offering.

h. In response to the Data Security Incident and in connection with the proposed Settlement, Keenan agreed to implement and maintain cyber security, data and privacy protocols, and deploy additional security measures for a period of two years from the entry of the Final Approval Order. Keenan has provided a declaration detailing such measures to Class Counsel, prior to execution of their Settlement Agreement.

Preliminary Approval

48. On December 26, 2024, Plaintiffs filed their motion for preliminary settlement approval. On January 28, 2025, Judge Kenneth R. Freeman (Ret.) issued a minute order that continued the preliminary approval hearing and directed the Parties to address several items related to preliminary approval. On March 7, 2025, Plaintiffs filed an Amended Settlement Agreement and

1 supplemental briefing which addressed the issues raised by the Court.⁵ Following a hearing on July
2 1, 2025, Judge Timothy P. Dillon preliminarily approved the amended Settlement and its exhibits,
3 and scheduled a Final Fairness Hearing for November 14, 2025. Notice was disseminated to the class
4 on August 1, 2025 pursuant to the terms of the Settlement Agreement.

5 **Settlement Administrator**

6 49. The Court appointed CPT to serve as the Settlement Administrator. CPT is highly
7 experienced in similar matters and is qualified to serve as Settlement Administrator.

8 50. Since the Preliminary Approval Order was entered, Class Counsel has worked
9 alongside CPT to ensure the notice and claims process has gone smoothly for Class Members, and
10 they supervised implementation of the Notice Plan. Class Counsel repeatedly audited the Settlement
11 Website to make sure it was correct and user-friendly, reviewed weekly reports from, and conferred
12 with, CPT about the progress of the notice and claims process, and responded to numerous inquiries
13 from Class Members.

14 **The Class Representatives**

15 51. The Court preliminarily approved the five named Plaintiffs to serve as Class
16 Representatives for the Settlement Class: Heather Heath, Brian Heinz, Robert Ruma, Matthew
17 Rutledge, and Andrea Hans.

18 52. Throughout the Action and since preliminary approval, the Class Representatives
19 diligently represented and pursued the interests of the Class. The Class Representatives provided
20 extensive information regarding the harm they suffered as a result of the breach, including providing
21 all necessary paperwork and documents. The Class Representatives also remained in contact with
22 Class Counsel throughout the litigation, promptly responding to our inquiries for further information
23 and communicating with Class Counsel to keep up to date on the status of the Action.

24 53. Attached in support of the Motion for Preliminary Approval were declarations from the
25 Class Representatives detailing their efforts throughout the course of this litigation and affirming their
26 support for the Settlement. Those previously submitted declarations are incorporated by reference.

27
28 ⁵ This case was reassigned to Hon. Timothy P. Dillon.

1 **The Settlement is in the Best Interest of the Settlement Class**

2 54. We believe the Settlement Agreement is fair, reasonable, and adequate; the product of
3 substantial investigation, litigation, and arm's-length negotiation; and, most importantly, is in the best
4 interests of Plaintiffs and Settlement Class Members. Despite our strong belief in the merits of this
5 litigation and likelihood of success at trial, we nonetheless believe that the benefits to Plaintiffs and
6 the putative Class pursuant to the agreed upon terms substantially outweigh the risks of continuing to
7 litigate the claims—namely, the delay that would result before Plaintiffs and Settlement Class
8 Members receive any benefits should the action proceed to trial; the possibility of a negative outcome
9 at trial; and the possibility of a negative outcome post-trial should Keenan appeal a judgment entered
10 in favor of the Class. This Settlement provides significant benefits now and is in the best interest of
11 all putative Class Members.

12 55. The size of the Settlement Fund here (\$14 million), and the total value of the Settlement
13 (in excess of \$46 million), in relation to the size of the Settlement Class (1,780,595 Class Members),
14 compare favorably to these and other class action settlements alleging violations of privacy and
15 security. *See e.g., In re Google Plus Profile Litig.*, No. 518CV06164EJDVKD, 2021 WL 242887, at
16 *1 (N.D. Cal. Jan. 25, 2021) (settlement fund of \$7.5 million for 161 million Google+ users whose
17 personal information was exposed); *In re: Vizio, Inc., Consumer Privacy Litig.*, 8:16-ml-02693-JLS-
18 KES (C.D. Cal. July 31, 2017) (settlement fund of \$17 million for 16 million potential claimants for
19 unauthorized collection and disclosure of information from customers' smart TVs); *Corona v. Sony*
20 *Pictures Ent'mt., Inc.*, No. 14-cv-09600 RGK (C.D. Cal. 2016) (\$4.5 million settlement fund (\$2
21 million non-reversionary; \$2.5 million reversionary) for 435,000 class members in data breach case);
22 *In re LinkedIn User Priv. Litig.*, 309 F.R.D. 573, 582 (N.D. Cal. 2015) (settlement fund of \$1.25
23 million for approximately 6.4 million LinkedIn users).

24 56. Altogether, the value of the Settlement is presently valued in excess of \$46 million.
25 This includes the \$14 million Settlement Fund, the additional (current) value of \$29,595,456 to Class
26 Members presented by 36 months of CMIS, and \$2.5 million in remedial measures agreed to by
27 Keenan.

1 57. Currently, the value of the redeemed CMIS benefit is valued at \$29,595,456 (before
2 deducting the cost of providing such services). As of September 19, 2025, there were 30,448 claims
3 for CMIS, which has a retail value of \$27 per month (i.e., \$972 per claimant for 36 months of services).

4 58. The Claims Deadline is October 30, 2025. Class Counsel will be prepared to provide
5 updated claims figures to the Court at the Final Fairness Hearing.

6 **Class Counsel Reviewed, Audited, and Reduced the Attorneys' Fees, Which Are Reasonable**

7 59. Class Counsel maintained their time in contemporaneous, detailed time records billed
8 in six-minute increments. The hours expended by each firm included in the present request are detailed
9 in this declaration and have been reviewed in detail by Class Counsel.

10 60. Class Counsel reviewed all the time submissions, audited them, and reduced hours that
11 appeared duplicative, excessive, or unnecessary, and eliminated de minimis billers (under five hours).
12 As such, the number of billable hours recorded by Plaintiffs' counsel is reasonable.

13 61. Following these detailed and extensive reviews, audits, and reductions of time, the
14 result is a reduction of the total number of hours to 2,532.57. This reduction results in a total lodestar
15 for all firms of \$2,166,656.25. This is a modest requested multiplier of 2.27.

16 62. The attorneys' fees and expenses that Class Counsel are submitting for the Court's
17 consideration include time devoted to:

- 18 a. vetting numerous potential class representatives;
- 19 b. self-organizing and pursuing this litigation in one Action before this Court;
- 20 c. extensively researching and filing initial complaints in this Court and in federal
21 court, and filing the operative amended complaint;
- 22 d. undertaking substantial investigation of the Data Security Incident and the
23 corporate structure of Keenan;
- 24 e. sending a Public Records Act Request to the California Attorney General on
25 February 28, 2024, which sought information and documents in its possession
26 concerning the data breach;
- 27 f. exchanging the names of potential mediators with counsel for Keenan and
28 agreeing upon Judge Gandhi;

- g. informally exchanging information prior to mediation and preparing and exchanging extensive mediation briefs;
- h. attending a private mediation experienced mediator Judge Gandhi;
- i. conducting robust confirmatory discovery;
- j. negotiating the details of the Settlement Agreement and drafting the settlement documents and preliminary approval papers in the weeks following the mediation;
- k. preparing for and participating in hearings in this Court and in the Central District of California;
- l. responding to the issues raised by Judge Freeman in his order dated February 27, 2025 following the initial preliminary approval hearing;
- m. securing preliminary approval of the Settlement; and
- n. monitoring the administration of the Settlement and responding to inquiries from Class Members after notice was disseminated.

63. Below is a billing summary for Class Counsel, as well as information concerning attorneys and support staff, that worked on the case:

Ahdoot & Wolfson, PC				
Timekeeper	Professional Level	Billing Rate	Total Hours	Lodestar
Robert Ahdoot	Senior Partner	\$1,300	104.5	\$135,850.00
Tina Wolfson	Senior Partner	\$1,300	53.8	\$69,940.00
Andrew Ferich	Partner	\$950	326.2	\$309,890.00
Alyssa Brown	Associate	\$850	15.9	\$13,515.00
Sarper Unal	Associate	\$675	51.4	\$34,695.00
Laura Lowe	Paralegal	\$480	63.2	\$30,336.00
Carlos Armijo	Paralegal	\$480	21.0	\$10,080.00
Total			636.0	\$604,306.00
Clarkson Law Firm, P.C.				
Timekeeper	Professional Level	Billing Rate	Total Hours	Lodestar
Ryan J. Clarkson	Managing Partner	\$1,270	208	\$264,160.00
Bryan P. Thompson	Counsel	\$1,075	62.5	\$67,187.50
Yana Hart	Partner	\$980	232	\$227,360.00
Tiara Avanness	Associate	\$520	108.8	\$56,576.00

Valter Malkhasyan	Associate	\$470	13	\$6,110.00
Kate Bonifas	Associate	\$450	4.4	\$1,980.00
Nestor Castillo	Paralegal	\$380	89	\$33,820.00
Jasmin Rodriguez	Paralegal	\$380	38.9	\$14,782.00
Danielle Murray	Paralegal	\$380	11.3	\$4,294.00
Total			767.9	\$676,269.50
Clayeo C. Arnold, A.P.C.				
Timekeeper	Professional Level	Billing Rate	Total Hours	Lodestar
M. Anderson Berry	Attorney	\$950	146.4	\$139,080.00
Gregory Haroutunian	Attorney	\$825	168	\$138,600.00
Brandon P. Jack	Attorney	\$625	65	\$40,625.00
Michelle Zhu	Attorney	\$475	19.1	\$9,072.50
Lori Martin	Paralegal	\$308	28.4	\$8,747.20
Bianca Marentes	Paralegal	\$308	13.6	\$4,188.80
Total			440.5	\$340,313.50
Shub Johns & Holbrook LLP				
Timekeeper	Professional Level	Billing Rate	Total Hours	Lodestar
Jonathan Shub	Partner	\$1,050	30.5	\$32,025.00
Benjamin F. Johns	Partner	\$1,000	303.16	\$303,160.00
Samantha E. Holbrook	Partner	\$850	147.41	\$124,298.50
Andrea L. Bonner	Associate	\$650	49.7	\$32,305.00
Mary Murphy	Summer Assoc.	\$450	18.65	\$8,392.50
Christine Powers	Paralegal	\$325	77.15	\$25,073.75
Damian Gomez	Administrative	\$325	41.3	\$13,422.50
Lacey Russo	Paralegal	\$300	20.3	\$6,090
Total			688.17	\$545,767.25

64. In addition to the above tasks and the attendant resources already committed to them, Class Counsel will need to devote additional time and resources that are not already included in the lodestar, including:

- a. prepare for and attend the Final Fairness Hearing, including the research and drafting motion and any reply papers and responses to objections;
- b. continue to respond to any inquiries from Class Members;
- c. oversee the Settlement through final approval of distribution of the common fund;
- d. oversee the claims administration process, including addressing any claim review issues; and

1 e. handle any appeals that may be filed.

2 65. Class Counsel’s requested hourly rates are fully supported by their experience and
3 reputation in handling complex litigation and are commensurate with prevailing market rates in
4 California for attorneys of comparable experience and skill. Further, in light of their significant
5 experience, expertise, and skill in this area of litigation, Class Counsel’s hourly rates are reasonable
6 and in line with what they have been awarded in other cases, including in California courts. *See, e.g.,*
7 *Cochran et al. v. The Kroger Co. et al.*, No. 5:21-cv-01887-EJD (N.D. Cal. Mar. 24, 2022) (approving
8 then-current rates of \$950 per hour for Tina Wolfson and \$750 per hour for Andrew Ferich); *Harbour,*
9 *et al. v. California Health & Wellness Plan, et al.*, No. 5:21-cv-03322-EJD, (N.D. Cal. Jan. 16, 2024)
10 (approving then-current rates of \$1,200 per hour for Tina Wolfson and \$850 per hour for Andrew
11 Ferich); *In re loanDepot Data Breach Litigation*, No. 8:24-cv-00136-DOC-JDEx (C.D. Cal. Aug. 25,
12 2025), ECF No. 97 (approving then current rates of \$1,200 per hour for Tina Wolfson and Robert
13 Ahdoot and \$850 per hour for Andrew Ferich); *Bianucci v. Rite Aid Corp.*, No. CV 24-3356, 2025
14 WL 2166015, at *9, n.6 (E.D. Pa. July 30, 2025) (finding the billable rates of SJH and AW, “which
15 range from \$1,300 to \$850 for partners, \$800 to \$520 for associates, and \$350 to \$150 for support
16 staff, to be reasonable in this market.”); *In re Philadelphia Inquirer Data Sec. Litig.*, No. CV 24-
17 2106-KSM, 2025 WL 845118, at *15 (E.D. Pa. Mar. 18, 2025) (“The Court further finds that class
18 counsel's hourly rates [including those of SJH] are reasonable.”); *Kandel v. Dr. Dennis Gross*
19 *Skincare, LLC*, No. 1:23-cv-01967-ER, (S.D.NY October 31, 2024) (approving Clarkson’s fees and
20 costs in 2024, with hourly rates ranging from \$935-\$1,210 for Partners, \$440-\$850 for Associates,
21 and \$360 for paralegals); *Moore v. GlaxoSmithKline Consumer Healthcare Holdings US LLC* No.
22 4:20-cv-09077-JSW, 2024 WL 4868182 (N.D. Cal. October 3, 2024) (approving Clarkson’s fees and
23 expenses in 2024, with the hourly rates for partners ranging from \$990 to \$1,210 for partners, \$440
24 to \$660 for associates, and \$360 for litigation support staff); *Sanguinetti et al. v. Nevada Restaurant*
25 *Services, Inc.*, Case No. 2:21-cv-01768-RFB-DJA (D.Nev. June 27, 2025) (ECF No. 140) (approving
26 Clayeo rates); *Bitmouni v. Paysafe Payment Processing Solutions, LLC*, No. 21-cv-00641-JCS (N.D.
27 CA. Feb. 2, 2024) (ECF No. 103) (approving Clayeo rates).

1 66. The quality of the work performed by Class Counsel in obtaining the Settlement should
2 also be evaluated considering the quality of opposing counsel. Defendant in this case is represented
3 by experienced counsel from the nationally prominent litigation firm Jones Day. This firm vigorously
4 and ably defended the action.

5 67. This case presented extraordinary challenges and problem solving that required
6 extraordinary lawyering. In general, data breach class actions present relatively uncharted territory,
7 and no data breach case has gone to trial. The circumstances of the breach also presented significant
8 technical challenges and risk, requiring Class Counsel to understand the complicated data systems at
9 issue, and formulate a plan for presenting evidence concerning those systems to a jury in a
10 comprehensible manner.

11 68. Were the case to proceed further in litigation, there would be numerous expert reports,
12 costly expert depositions, and expert proceedings that risk excluding Plaintiffs' expert testimony.
13 Further, there is a dearth of class action certification decisions in the data breach context, so that class
14 certification presents an especially heightened risk. Plaintiffs unquestionably faced an uncertain road
15 with a motion to dismiss, then class certification, summary judgment, trial, and any appeals.

16 **The Requested Costs and Expenses are Reasonable**

17 69. Class Counsel also seek reimbursement from the Settlement Fund for their out-of-
18 pocket costs and expenses that were reasonably and necessarily incurred by Class Counsel in
19 connection with the action.

20 70. The costs and expenses request is built into the \$4,975,000 Fee and Expense Award
21 request.

22 71. The costs and expenses that Class Counsel seek for reimbursement included:
23 assessment fees; courier expenses; postage charges; facsimile and long-distance charges;
24 photocopying; travel expenses; legal research charges; court fees; expert witness and consulting fees;
25 investigation fees; mediation fees; transcript orders.

26 72. Class Counsel's total expense and costs reimbursement request is \$61,204.29. Each
27 Class Counsel firm's expenses and costs summary is provided below
28

Ahdoot & Wolfson, PC	
Category	Amount
Postage Charges	\$ 22.62
Outside Photocopying	\$ 3.60
Meals	\$ 61.90
Mediation	\$ 5,773.56
Lexis/Westlaw/Research	\$ 166.20
Court Fees	\$ 5,425.23
Witness/Expert Fees	\$ 4,599.00
Investigative Fees	\$ 1,090.00
Ground Transportation	\$ 20.18
Miscellaneous	\$ 947.13
Total	\$ 18,109.42

Clarkson Law Firm, P.C.	
Category	Amount
Postage Charges	\$ 64.74
Mediation Fees	\$ 5,605.94
Court Fees	\$ 3,535.53
Ground Transportation	\$ 46.00
Total	\$ 9,252.21

Claveo C. Arnold, A.P.C.	
Category	Amount
Postage Charges	\$ 27.02
Meals	\$ 44.93
Mileage	\$ 76.01
Air Travel	\$ 1,348.93
Lexis/Westlaw	\$ 2,499.63
Court Fees	\$ 1,623.26
Witness/Expert Fees	\$ 5,916.30
Ground Transportation	\$ 299.96
Miscellaneous	\$ 2,000.58
Total	\$ 13,766.62

Shub Johns & Holbrook LLP	
Category	Amount
Court Fees	\$ 6,138.32
Mediation	\$ 5,605.94
Air Travel	\$ 5,216.72
Meals	\$ 1,079.39
Hotels	\$ 926.17
Ground Transportation	\$ 569.94
Lexis/Westlaw	\$ 340.88
Investigative Fees	\$ 198.68
Total	\$ 20,076.04

73. Class Counsel advanced these costs and expenses for the benefit of the classes they sought to represent without any guarantee that these costs and expenses would be recovered.

Relevant Background and Experience of Class Counsel

74. **Ahdoot & Wolfson, PC:** Tina Wolfson individually attests as to matters set forth in this Paragraph:

a. In March 1998, Robert Ahdoot and I founded AW, now a nationally recognized law firm that specializes in complex and class action litigation, with a focus on privacy rights, consumer fraud, anti-competitive business practices, employee rights, defective products, civil rights, and taxpayer rights. The attorneys at AW are experienced litigators who have often been appointed by state and federal courts as lead class counsel, including in multidistrict litigation. In over two decades of its successful existence, AW has successfully vindicated the rights of millions of class members in protracted, complex litigation, conferring hundreds of millions of dollars to the victims, and affecting real change in corporate behavior. A copy of AW firm's resume is attached hereto as **Exhibit 2.**

b. AW has been on the cutting edge of privacy litigation since the late 1990s, when its attorneys successfully advocated for the privacy rights of millions of consumers against major financial institutions based on the unlawful compilation and sale of detailed personal financial data to third-party telemarketers without consumers' consent. While such practices later became the subject of Gramm-Leach-Bliley Act regulation, they were novel and hidden from public scrutiny at

1 the time AW was prosecuting them. Our work shed light on how corporations and institutions collect,
2 store, and monetize mass data, leading to governmental regulation.

3 c. AW has been at the forefront of privacy-related litigation since then and its
4 efforts have also shaped privacy law precedent. For example, as lead counsel in *Remijas v. Neiman*
5 *Marcus Group, LLC*, No. 14-cv-1735 (N.D. Ill.) (Hon. Sharon Johnson Coleman), AW successfully
6 appealed the trial court's order granting a motion to dismiss based on lack of Article III standing. The
7 Seventh Circuit's groundbreaking opinion, now cited routinely in briefing on Article III and data
8 breach standing, was the first appellate decision to consider the issue of Article III standing in data
9 breach cases in light of the Supreme Court's decision in *Clapper v. Amnesty International USA*, 568
10 U.S. 398 (2013). The Seventh Circuit concluded that data breach victims have standing to pursue
11 claims based on the increased risk of identity theft and fraud, even before that theft or fraud
12 materializes in out-of-pocket damages. *Remijas v. Neiman Marcus Group, LLC*, 794 F.3d 688 (7th
13 Cir. 2015) (reversed and remanded).

14 d. AW has been appointed lead counsel in numerous complex consumer class
15 actions, including many high-profile data breach and other privacy matters. The following are some
16 examples of class actions that AW has litigated to conclusion or are currently litigating on behalf of
17 clients – either as Class Counsel, proposed Class Counsel or members of a Court appointed Plaintiff
18 Steering Committee (“PSC”):

19 • *In re Zoom Video Communications, Inc. Privacy Litig.*, No. 5:20-cv-
20 02155-LHK (N.D. Cal.) (Hon. Lucy H. Koh): As co-lead Class Counsel, AW achieved a finally
21 approved \$85 million cash settlement which also included comprehensive injunctive relief which
22 addressed the privacy issues on which Plaintiffs' claims were based.

23 • *Rivera v. Google LLC*, No. 2019-CH-00990 (Ill Cir. Ct.) (Hon. Anna
24 M. Loftus): As co-lead counsel, AW achieved a finally approved \$100 million cash settlement, which
25 included meaningful injunctive relief relating to Google's alleged illegal collection, storage, and use
26 of the biometrics of individuals who appear in photographs uploaded to Google Photos in violation of
27 the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.*

1 • In *Experian Data Breach Litig.*, No. 8:15-cv-01592-AG-DFM (C.D.
2 Cal.) (Hon. Andrew J. Guilford): case which affected nearly 15 million class members. AW achieved
3 a finally approved settlement conservatively valued at over \$150 million, which also provided robust
4 injunctive relief.

5 • In *re Google Location History Litig.*, No. 5:18-cv-05062 (N.D. Cal.)
6 (Hon. Edward J. Davila): As co-lead counsel in this location tracking litigation, AW achieved a finally
7 approved \$62 million non-reversionary common fund settlement and robust injunctive relief.

8 • In *re Ambry Genetics Data Breach Litig.*, No. 8:20-cv-00791 (C.D.
9 Cal.) (Hon. Cormac J. Carney): As co-lead counsel, AW achieved a settlement conservatively valued
10 at over \$20 million which included robust injunctive relief.

11 • *Anaya, et al. v. Cencora, Inc., et al.*, No. 24-2961 (E.D. Pa.) (Rufe, J.):
12 As co-lead counsel, AW achieved a preliminarily approved \$40 million common fund data breach
13 settlement, that also provides for injunctive relief.

14 • *Cochran v. The Kroger Co.*, No. 5:21-cv-01887 (N.D. Cal.) (Hon.
15 Edward J. Davila): As co-lead counsel, AW achieved a finally approved \$5 million nationwide
16 settlement that provided monetary relief to class members who were impacted by the Kroger episode
17 of the Accellion FTA data breach. The settlement also provided robust injunctive relief in the form of
18 data security enhancements and business practices changes.

19 • *Harbour, et al. v. California Health & Wellness Plan, et al.*, No. 5:21-
20 cv-03322 (N.D. Cal.) (Hon. Edward J. Davila): As co-lead counsel, AW achieved a finally approved
21 \$10 million nationwide settlement that provides monetary relief to class members who were impacted
22 by the HealthNet episode of the Accellion FTA data breach. This settlement, too, provides robust
23 injunctive relief.

24 • *Premiera Blue Cross Customer Data Sec. Breach Litig.*, No. 3:15-md-
25 2633-SI (D. Or.) (Hon. Michael H. Simon): As a member of a five-firm PSC in this litigation arising
26 from a data breach disclosing the sensitive personal and medical information of 11 million Premiera
27 Blue Cross members, AW was instrumental in litigating the case through class certification and
28 achieving a nationwide class settlement valued at \$74 million.

1 • *Adlouni v. UCLA Health System Auxiliary*, No. BC589243 (Cal. Super.
2 Ct. Los Angeles Cnty.) (Hon. Daniel J. Buckley): AW, as a member of the PSC for patients impacted
3 by a university medical data breach, achieved a settlement providing two years of credit monitoring,
4 a \$5,275,000 fund, and robust injunctive relief.

5 • *U.S. Office of Personnel Management Data Security Breach Litig.*, No.
6 1:15-mc-1394-ABJ (D.D.C.) (Hon. Amy Berman Jackson): AW was chosen by Judge Jackson to serve
7 as a member of the Plaintiffs’ Steering Committee. AW briefed and argued, in part, the granted
8 motions to dismiss based on standing, and briefed in part the successful appeal to the D.C. Circuit.
9 Judge Jackson recently issued her preliminary approval of a \$60 million settlement in this Action.

10 • In addition, AW has served or is serving as plaintiffs’ counsel in class
11 actions enforcing consumer rights under the Telephone Consumer Protection Act of 1991 (“TCPA”),
12 such as *Chimeno-Buzzi v. Hollister Co.*, No. 1:14-cv-23120-MGC (S.D. Fla.) (Hon. Marcia G. Cooke)
13 (class counsel in \$10 million nationwide settlement) and *Melito v. American Eagle Outfitters, Inc.*,
14 No. 1:14-cv-02440-VEC (S.D.N.Y.) (Hon. Valerie E. Caproni) (\$14.5 million nationwide settlement).

15 • AW has also served as lead counsel in a myriad of other types (non-
16 privacy) of successful class actions, including *Alvarez v. Sirius XM Radio Inc.*, No. 2:18-cv-08605
17 (C.D. Cal.) Hon. James V. Selna (\$420 million class settlement arising out of alleged breach of
18 contract re subscription services); *Eck v. City of Los Angeles*, No. BC577028 (Cal. Super. Ct.) Hon.
19 Ann Jones. (\$295 million class settlement arising from alleged unlawful electricity use tax); *Lavinsky*
20 *v. City of Los Angeles*, No. BC542245 (LASC) Hon. Ann Jones (\$91 million class settlement arising
21 from alleged unlawful natural gas use tax); *McKnight v. Uber Technologies, LLC*, No. 3:14-cv005615
22 (N.D. Cal.) (\$32.5 million class settlement arising from alleged hidden fees); *Pantelyat v. Bank of*
23 *America*, No. 1:16-cv-8964 (S.D.N.Y.) (\$22 million class settlement arising from alleged unlawful
24 non-sufficient fund fees).

25 i. In sum, my firm and I have led and continue to lead many high-profile privacy
26 cases, including those involving data privacy, data breaches, geo-location tracking, collection and
27 storing of biometric information, and TCPA violations, as well as many other types of consumer class
28 actions. AW has decades of experience in the prosecution of class actions, including data breach and

1 privacy lawsuits such as this action. Given AW's proven track record of experience and results, and
2 its specific expertise in data privacy class action litigation, it can more than adequately represent the
3 proposed Settlement Class.

4 j. My and my firm's work in this action to date, as well as my and my firm's
5 experience prosecuting complex litigation matters, demonstrates that I and my partner Andrew W.
6 Ferich are well-qualified to serve as Class Counsel in this matter.

7 75. **Clarkson Law Firm, P.C.:** Yana Hart individually attests as to matters set forth in this
8 Paragraph:

9 a. I am a partner at Clarkson Law Firm, and director of Clarkson Law Firm's Data
10 Privacy Litigation Department, spearheading cutting-edge privacy cases. I have litigated complex
11 consumer class actions for nearly a decade, and regularly litigate data breach and data misuse cases
12 involving highly sensitive medical, financial, and personal information. Recent examples of such cases
13 include:

14 • *In Re: STIIIZY, Inc. Data Breach Security Litigation*, 2:25-cv-00490
15 (C.D. Cal. 2025) (Ms. Hart appointed Interim Co-Lead Counsel in a data privacy class action involving
16 disclosure of sensitive medical and personal information of hundreds of thousands of people);

17 • *In Re: PowerSchool Holdings Customer Security Breach Litigation*, No.
18 3:25-cv-3149 (S.D. Cal. 2025) (Ms. Hart appointed to Plaintiffs' Steering Committee in nationwide
19 data privacy case involving disclosure of private information of 50 million students and 10 million
20 teachers.);

21 • *Rouillard et al. v. SAG-AFTRA Health Plan*, 2:24-cv-10503 (C.D. Cal.
22 2025) (Ms. Hart appointed Interim Co-Lead Counsel in data privacy class action);

23 • *In re Dropbox Sign Data Breach Litigation*, No. 4:24-cv-02637-JSW
24 (N.D. Cal. May 2, 2024) (Ms. Hart appointed Interim Co-Lead Counsel in data privacy class action
25 on behalf of millions of Dropbox users whose highly sensitive private information was compromised
26 in a cyberattack);

1 • *B.K. et al. v. Desert Care et al.*, No. 2:23-cv-05021-SPG-PD (C.D. Cal.,
2 Feb. 1, 2024) (defeating pleading challenges for critical claims involving medical disclosure of patient
3 information);

4 • *Baton et al. v. Ledger SAS et al.*, No. 21-17036, 2022 WL 17352192
5 (9th Cir. 2022) (obtaining a reversal of a district court’s dismissal of data breach action on
6 jurisdictional grounds, and subsequently obtaining a denial of a motion to dismiss on the merits);

7 • *M.M., et al. v. Los Angeles Unified School District*, No. 22STCV37822
8 (Super. Ct. L.A. County Feb. 28, 2023) (obtaining order overruling demurrer of vendor defendant as
9 Co-Lead Counsel in a data breach involving minors’ medical and other sensitive records);

10 • *B.K., et al. v. Eisenhower Medical Center*, No. 5:23-cv-02092-JGB-kk
11 (C.D. Cal. Oct. 12, 2023) (appointed as Class Counsel in a matter involving surreptitious tracking and
12 disclosure of patients’ sensitive medical data; obtaining preliminary approval);

13 • *C.M., et al. v. MarinHealth Medical Group, Inc.*, No 3:23-cv-04179-
14 WHO (N.D. Cal Aug. 16, 2023) (litigating against different medical entities in a data misuse case and
15 obtaining favorable motion to dismiss order, with the court refusing to dismiss all but one claim, and
16 reaching a settlement on class wide basis);

17 • *Saeedy, et al., v. Microsoft Corporation* (County of King, WA 2024)
18 (litigating surreptitious tracking of users’ internet browsing activity);

19 • *Hasson v. Comcast Cable Communications, LLC*, 2:23-cv-05039-JMY
20 (E.D. Pa. 2023) (Clarkson appointed to Plaintiffs’ Executive Committee in MDL data breach case
21 involving disclosure of individuals’ Personally Identifiable Information); and,

22 • *In re: Samsung Customer Data Security Breach Litigation*, 1:23-md-
23 03055-CPO-EAP (Clarkson appointed to Leadership Committee in MDL data breach case involving
24 disclosure of PII along with other sensitive information).

25 b. In addition to privacy cases, I have a substantial background in litigating
26 complex class and individual actions on behalf of consumers across the nation. I have litigated
27 hundreds of matters on both an individual and collective basis in matters involving privacy, identity
28 theft, false advertising, and other consumer-related statutes under state and federal laws.

1 c. A copy of Clarkson Law Firm's firm resume is attached hereto as **Exhibit 3**.

2 d. In sum, Clarkson and I have, and will continue to, zealously advocate a
3 developed profile of privacy cases, ranging from data privacy, data misuse, tracking, and data
4 breaches, in addition to many other types of consumer class actions. Clarkson's breadth of experience
5 in the prosecution of class actions, including data breach and privacy lawsuits such as this action,
6 renders it more than adequate to represent the proposed Settlement Class.

7 e. This experience, in tandem with my and my firm's work in this action to date,
8 demonstrates that I and my partner Ryan Clarkson are well-qualified to serve as Settlement Class
9 Counsel in this matter.

10 76. **Clayeo C. Arnold, A.P.C.:** M. Anderson Berry individually attests as to matters set
11 forth in this Paragraph:

12 f. I am the head of the Complex Litigation Department at the Arnold Law Firm, with
13 an extensive background in privacy and consumer/government fraud litigation, actively participating
14 in a currently sealed False Claims Act case involving widespread cybersecurity fraud upon the United
15 States. Before joining the Arnold Law Firm in 2017, I worked as an Assistant United States Attorney
16 for the Eastern District of California. As part of the Affirmative Civil Enforcement unit, I handled a
17 wide variety of complex cases, recovering millions of dollars for the United States. While working as
18 an Assistant United States Attorney I worked closely with diverse Federal and State agencies including
19 the Federal Bureau of Investigations and the California Attorney General's office. Before working for
20 the Department of Justice, I practiced at one of the world's largest law firms, Jones Day, where I
21 represented clients in international arbitration and complex commercial litigation, including defending
22 class action allegations.

23 g. I am litigating a number of class action cases across the country involving data
24 breaches: *In Re: Overby-Seawell Company Customer Data Security Breach*, No. 1:23-md-03056-SDG
25 (N.D. Ga.) (Co-Lead Counsel); *In Re: Snap Finance Data Breach Litig.*, No. 2:22-cv-00761-TS (D.
26 Utah) (Co-Lead Counsel); *Holmes v. Elephant Insurance Company, et al.*, No. 3:22-cv-00487-JAG
27 (E.D. Va.) (Co-Lead Counsel); *In Re: Arthur J. Gallagher Data Breach Litig.*, No. 1:21-cv-04056
28 (N.D. Ill.) (Co-Lead Counsel); *In re: Mednax Servs., Inc., Customer Data Security Breach Litig.*, No.

1 21-MD-02994 (S.D. Fla.) (Executive Comm.); *Desue v. 20/20 Eye Care Network, Inc. et al.*, No. 0:21-
2 cv-61275 (S.D. Fla.) (Executive Comm.); *Ware v. San Gorgonio Memorial Hosp.*, No. CVRI2301216
3 (Super. Ct. of CA, Riverside) (Co-Lead Counsel); *In re: Cerebral, Inc. Privacy Practices*, No. 2:23-
4 cv-01803-FMO (C.D. Cal.) (Liaison Counsel); *In re: Orrick, Herrington & Sutcliffe, LLP Data Breach*
5 *Litig.*, No. 3:23-cv-04089-SI (N.D. Cal.) (Plaintiffs' Steering Committee); *In re: Sequoia Benefits and*
6 *Insurance Data Breach Litig.*, No. 3:22-cv-08217-RFL (N.D. Cal.) (Plaintiffs' Executive Committee);
7 *In re: Ethos Technologies Inc. Data Breach Litig.*, No. 3:22-cv-09203-SK (N.D. Cal.); *In re:*
8 *Blackhawk Network Data Breach Litig.*, No. 3:22-cv-07084-CRB (N.D. Cal.); *Remoundos v. LendUS,*
9 *LLC*, No. 22-cv-00749-EMC (N.D. Cal.); *Bitmouni v. Paysafe Payment Processing Solutions, LLC,*
10 No. 3:21-cv-00641-JCS (N.D. Cal.); *In re: Hanna Andersson and Salesforce.com Data Breach Litig.*,
11 No. 3:20-cv-00812-EMC (N.D. Cal.); *Myron Schellhorn et al v. Timios, Inc.*, No. 2:21-cv-08661-
12 VAP-JC (C.D. Cal.), *Hashemi et al. v. Bosley, Inc.*, No. 2:21-cv-00946 (C.D. Cal.), *Bowdle v. King's*
13 *Seafood Co. LLC*, No. 8:21-cv-01784-CJC-JDE, (C.D. Cal.). See Clayeo C. Arnold, APC's Firm
14 Biography attached hereto as **Exhibit 4**.

15 h. Founded in 1975 by Clayeo C. Arnold, the Arnold Law Firm is a litigation-
16 oriented practice with locations in Sacramento and Los Angeles, California. In keeping with its
17 founding principles, the firm consciously works for the interests of individual people and small
18 businesses — not for large corporations or insurance companies.

19 i. The firm's team of twelve attorneys collectively encompasses a broad and diverse
20 professional background, including plaintiff contingency work, public entity representation, criminal
21 defense, and civil defense. We have current and past board members of Capital City Trial Lawyers
22 Association, as well as members of numerous prestigious professional organizations, including the
23 American Board of Trial Advocates, American Association for Justice, Association of Trial Lawyers
24 of America, Sacramento County Bar Association, and Consumer Attorneys of California.

25 j. My and my firm's work in this action to date, as well as my and my firm's
26 experience prosecuting complex litigation matters, demonstrates that I and my partner Gregory
27 Haroutunian are well-qualified to serve as Class Counsel in this matter.

1 77. **Shub Johns & Holbrook LLP:** Benjamin F. Johns individually attests as to matters
2 set forth in this Paragraph:

3 k. I am a co-founding partner of Shub Johns & Holbrook LLP located in
4 Conshohocken, Pennsylvania. I have been a consumer-side Plaintiffs’ lawyer for my entire twenty-
5 year career. Examples of such cases in which I have served as lead or co-lead counsel are set forth
6 below:

7 • *In re: MacBook Keyboard Litigation*, No. 18-cv-2813 (N.D. Cal.) (I
8 took and defended numerous depositions, and successfully argued two motions to dismiss and
9 plaintiffs’ motion for class certification in this case before Judge Edward J. Davila, which has since
10 settled for \$50 million and was named the no. 1 Consumer Fraud settlement in California for 2022 by
11 TopVerdict.com);

12 • *Hughes v. UGI Storage Co.*, 263 A.3d 1144 (Pa. 2021) (I argued this
13 precedent-setting *de facto* takings matter before the Pennsylvania Supreme Court, in which I secured
14 a 6-0 reversal of the underlying Commonwealth Court decision that had affirmed the trial court’s
15 dismissal of the case);

16 • *Udeen v. Subaru of Am., Inc.*, 18-17334 (RBK/JS) (D.N.J.) (I was co-
17 lead counsel in this consumer class action involving allegedly defective infotainment systems in
18 certain Subaru automobiles, which resulted in a settlement valued at \$6.25 million. At the hearing
19 granting final approval of the settlement, the district court commented that the plaintiffs’ team “are
20 very skilled and very efficient lawyers...They’ve done a nice job.”);

21 • *In re Nexus 6P Product Liability Litig.*, No. 5:17-cv-02185-BLF
22 (N.D. Cal.) (I served as co-lead counsel – and argued two of the motions to dismiss – in this defective
23 smartphone class action. The case resulted in a settlement valued at \$9.75 million, which Judge Beth
24 Labson Freeman described as “substantial” and an “excellent resolution of the case.”);

25 • *In re MyFord Touch Consumer Litig.*, No. 13-cv-03072-EMC (N.D.
26 Cal.) (I served as court-appointed co-lead counsel in this consumer class action concerning allegedly
27 defective MyFord Touch infotainment systems, which settled for \$17 million shortly before trial, and
28 after Plaintiffs had largely prevailed on class certification and summary judgment); and

1 • *Weeks v. Google LLC*, 5:18-cv-00801-NC, 2019 U.S. Dist. LEXIS
2 215943 (N.D. Cal. Dec. 13, 2019) (I was co-lead counsel—and successfully argued against a motion
3 to dismiss—in this defective smartphone class action. A \$7.25 million settlement was reached,
4 which Magistrate Judge Nathanael M. Cousins described as being an “excellent result.”).

5 l. I also have extensive experience leading data breach cases in court-appointed
6 leadership positions. As Judge Karen S. Marston recently observed in appointing me interim co-lead
7 counsel in a data breach case in Philadelphia: “Mr. Johns . . . has almost 20 years of experience with
8 complex class action cases and has been appointed Lead Counsel in data breach cases over a dozen
9 times in various jurisdictions across the country; he has been appointed Lead Counsel in the Eastern
10 District of Pennsylvania no less than three times.” *Meyers v. Onix Grp., LLC*, No. CV 23-2288-KSM,
11 2023 WL 4630674, at *2 (E.D. Pa. July 19, 2023) (collecting cases). More recently, Chief Judge
12 Matthew W. Brann of the Middle District of Pennsylvania stated that “Mr. Johns...appears to have
13 the most experience of any of the proposed attorneys when it comes to litigating data breach cases
14 in Pennsylvania.” *In re Geisinger Health Data Sec. Incident Litig.*, No. 4:24-CV-01071, 2025 WL
15 345976, at *6 (M.D. Pa. Jan. 30, 2025).

16 m. See Benjamin F. Johns, Shub Johns & Holbrook LLP’s Firm Biography
17 attached hereto as **Exhibit 5**.

18 n. Within the past three years, I have served as co-lead counsel in several data
19 breach cases that have resulted in settlements that recovered millions of dollars for the Plaintiffs and
20 class members we represented. See *Bianucci v. Rite Aid Corp.*, No. 2:24-cv-03356-HB (E.D. Pa.) (\$6.8
21 million settlement); *In re CorrectCare Data Breach Litig.*, No. 5:22-319-DCR (E.D. Ky.) (\$6.49
22 million settlement); *Nelson v. Connexin Software Inc. d/b/a Office Practicum*, No. 2:22-cv-046-JDW
23 (E.D. Pa.) (\$4 million settlement); *Gravley, Sr. v. Fresenius Vascular Care, Inc.*, No. 2:24-cv-1148
24 (E.D. Pa.) (\$3.15 million settlement); *In re Wright & Filippis, LLC Data Security Breach*
25 *Litigation*, No. 2:22-cv-12908 (E.D. Mich.) (\$2.9 million settlement); *Guarnaschelli et al. v. East*
26 *River Medical Imaging, P.C.*, Index No. 656099/2023 (N.Y. Sup. Ct.) (\$1.85 million settlement); *In*
27 *re R&B Corporation of Virginia d/b/a Credit Control Corporation, Data Security Breach Litig.*, No.
28 4:23-CV-66 (E.D. Va.) (\$1.6 million settlement); *In re Hope Coll. Data Sec. Breach Litig.*, No. 1:22-

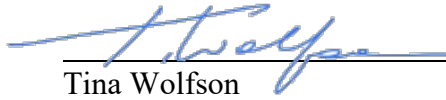
CV-01224-PLM (W.D. Mich.) (\$1.5 million settlement); *Johnson v. One Brooklyn Health System, Inc.*, Index No. 512485/2023 (N.Y. Sup. Ct.) (\$1.5 million settlement); *In re Lansing Community College Data Breach Litigation*, No. 1:23-cv-0738 (W.D. Mich.) (\$1.45 million settlement) and *In re Onix Group, LLC Data Breach Litig., supra* (\$1.25 million settlement).

o. My and my firm's work in this action to date, as well as my and my firm's experience prosecuting complex litigation matters, demonstrates that my partner Samantha Holbrook and I are well-qualified to serve as Class Counsel in this matter.


* * * * *

We declare, under penalty of perjury under the laws of the State of California that the foregoing is true and correct.


Executed this 24th day of September, 2025 in Los Angeles, California.


Tina Wolfson

Executed this 24th day of September, 2025 in San Diego, California.


Yana Hart

Executed this 24th day of September, 2025 in Sacramento, California.


M. Anderson Berry

Executed this 24th day of September, 2025 in Upper Darby, Pennsylvania.



Benjamin F. Johns

EXHIBIT 1

Ryan J. Clarkson (SBN 257074)
rclarkson@clarksonlawfirm.com
Yana Hart (SBN 306499)
yhart@clarksonlawfirm.com
CLARKSON LAW FIRM, P.C.
22525 Pacific Coast Highway
Malibu, CA 90265
Tel: (213) 788-4050; Fax: (213) 788-4070

Tina Wolfson (SBN 174806)
twolfson@ahdootwolfson.com
Andrew W. Ferich (*pro hac vice* to be filed)
aferich@ahdootwolfson.com
AHDOOT & WOLFSON, PC
2600 W. Olive Ave. Suite 500
Burbank, CA 91505
Tel: (310) 474-9111; Fax: (310) 474-8585

[Additional Counsel Appear on Signature Page]

Counsel for Plaintiffs and The Proposed Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

HEATHER HEATH, *et al.* individually and
on behalf of all others similarly situated,

Plaintiffs,

v.

KEENAN & ASSOCIATES and DOES 1
through 20, inclusive,

Defendant.

Case No. 24STCV03018

**AMENDED CLASS ACTION
SETTLEMENT AGREEMENT AND
RELEASE**

Assigned for all purposes to the
Honorable Kenneth R. Freeman

Trial Date: None

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

The Parties, who intend to fully, finally, and forever resolve, discharge, and settle all of Plaintiffs' Released Claims, by and through their respective counsel, in consideration for and subject to the promises, terms, and conditions contained in this Class Action Settlement Agreement and Release, hereby warrant, represent, acknowledge, covenant, stipulate and agree, subject to Court approval, as follows:

1. DEFINITIONS

As used herein, in addition to any definitions set forth elsewhere in this Settlement Agreement, the following terms shall have the meanings set forth below:

1.1. "Action" means *Heath, et al. v. Keenan & Associates*, 24STCV03018, filed on February 2, 2024, in Los Angeles County Superior Court.

1.2. "Administrative Expenses" means all the expenses incurred in the administration of this Settlement, including, without limitation, all Notice Expenses, locating Settlement Class Members, providing notice to Settlement Class Members, issuing the Internet Advertisement, determining the eligibility of any person to be a Settlement Class Member, administering and processing Settlement Class Member claims and Claim Forms, and administering, calculating, and distributing the Settlement Fund or the Credit Monitoring and Insurance Services to the Claimants with Approved Claims.

1.3. "Agreement," "Settlement Agreement," and "Settlement" mean this Class Action Settlement Agreement and Release (including all recitals, exhibits and attachments hereto).

1.4. "Approved Claim(s)" means a claim as evidenced by a Claim Form submitted by a Settlement Class Member that (a) is timely and submitted in accordance with the directions on the Claim Form and the terms of this Agreement; (b) is physically signed or electronically verified by the Settlement Class Member; (c) satisfies the conditions of eligibility for a Settlement Benefit as set forth herein; and (d) has been approved by the Settlement Administrator.

1.5. "Business Day(s)" means Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays observed by the federal government.

1.6. “Claimant” means a Settlement Class Member who submits a Claim Form for a Settlement Payment.

1.7. “Claim Form” means the form attached hereto as **Exhibit A**, as approved by the Court. The Claim Form must be submitted physically (via U.S. Mail) or electronically (via the Settlement Website) by Settlement Class Members who wish to file a claim for their given share of the Settlement Benefits pursuant to the terms and conditions of this Agreement. The Claim Form shall be available for download from the Settlement Website. The Settlement Administrator shall mail a Claim Form, in hardcopy form, to any Settlement Class Member who so requests.

1.8. “Claims Deadline” means the date by which all Claim Forms must be received to be considered timely and shall be set as the date 90 Days after the Notice Date. The Claims Deadline shall be clearly set forth in the Long Form Notice, the Summary Notice, the Claim Form, and the Court’s order granting Preliminary Approval.

1.9. “Claims Period” means the period during which Settlement Class Members may submit Claim Forms to receive their given share of the Settlement Benefits and shall commence on the Notice Date and shall end on the date 90 Days thereafter.

1.10. “Class Counsel” means attorneys Tina Wolfson and Andrew W. Ferich of Ahdoott & Wolfson PC; Ryan Clarkson and Yana Hart of Clarkson Law Firm; Benjamin F. Johns and Samantha E. Holbrook of Shub Johns & Holbrook LLP; and M. Anderson Berry and Gregory Haroutunian of Clayco C. Arnold, A Professional Corporation.

1.11. “Class Representatives” and “Plaintiffs” mean, collectively, Andreas Hans, Heather Heath, Brian Heinz, Matthew Rutledge, and Robert Ruma.

1.12. “Court” means the Los Angeles County Superior Court, the Honorable Kenneth R. Freeman (or any judge sitting in his stead or to whom the Action may be transferred) presiding.

1.13. “Credit Monitoring and Insurance Services” and “CMIS” mean the services to be provided to Participating Settlement Class Members who are entitled to and so select such services on their Claim Form, and as further described in Section 4.3, herein.

1.14. “Data Security Incident” refers to the unauthorized access to and acquisition of files containing Personally Identifying Information at various times between approximately August 21, 2023, and August 27, 2023 that is the subject of the Action.

1.15. “Day(s)” shall mean, for a period expressed in “day(s),” the number of calendar days identified in the period, excluding the day of the event that triggers the period, but including the last day of the period except when the last day is a Saturday, Sunday, or legal holiday, in which case the period runs until the end of the next day that is not a Saturday, Sunday, or legal holiday.

1.16. “Defendant’s Counsel” or “Keenan’s Counsel”, or references to counsel for Keenan, means John A. Vogt and other attorneys at the law firm of Jones Day.

1.17. “Documented Loss” refers to monetary losses incurred by a Settlement Class Member and supported by Reasonable Documentation for attempting to remedy or remedying issues that are more likely than not traceable to the Data Security Incident, and that have not been reimbursed through insurance. A claim for a Documented Loss must be supported by Reasonable Documentation that a Settlement Class Member actually incurred unreimbursed losses and consequential expenses that are more likely than not traceable to the Data Security Incident and incurred on or after August 21, 2023.

1.18. “Effective Date” means one Business Day following the latest of: (i) the date upon which the time expires for filing or noticing any appeal of the Judgment; (ii) if there is an appeal or appeals, the date of completion, in a manner that finally affirms and leaves in place the Judgment without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari with respect to the Judgment.

1.19. “Fee and Expense Award” means the amount of attorneys’ fees and reimbursement of Litigation Costs awarded by the Court to Class Counsel.

1.20. “Final Approval Order” means an order that the Court enters after the Final Fairness Hearing, which finally approves the Settlement Agreement without material change to the Parties’ agreed-upon proposed final approval order attached hereto as **Exhibit B**.

1.21. “Final Fairness Hearing” and “Fairness Hearing” mean the hearing to be conducted by the Court to determine the fairness, reasonableness, and adequacy of the Settlement Agreement pursuant to the California Code of Civil Procedure and whether to issue the Final Approval Order and Judgment.

1.22. “Internet Advertisement(s)” means the publication notice program targeted to Class Members, to be approved by the Parties and the Court, and to be substantially similar to the form attached hereto as **Exhibit C**.

1.23. “Judgment” means the judgment to be entered by the Court, which will be posted on the Settlement Website upon being entered. The Judgment must be substantially similar to the form attached hereto as **Exhibit D**.

1.24. “Keenan” or “Defendant” means Keenan & Associates and its current and former affiliates, parents, subsidiaries, and successors.

1.25. “Litigation Costs” means reasonable litigation costs and expenses incurred by Class Counsel in connection with commencing, prosecuting, settling the Action, and obtaining an order of final judgment.

1.26. “Long Form Notice” means the long form notice of settlement, substantially in the form attached hereto as **Exhibit E**.

1.27. “Net Settlement Fund” means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) reasonable Administrative Expenses incurred pursuant to this Settlement Agreement, (ii) Taxes, (iii) any Service Payments approved by the Court, and (iv) any Fee and Expense Award approved by the Court.

1.28. “Non-Profit Residual Recipient” means the Alliance for Children’s Rights, a 26 U.S.C. § 501(c)(3) nonprofit organization that is a qualified residual recipient pursuant to California Code of Civil Procedure Section 384(b) <<https://allianceforchildrensrights.org/>>, or other entity

1 approved by the Court.

2 1.29. "Notice Date" means the date upon which Settlement Class Notice is first
3 disseminated to the Settlement Class, which shall be within 30 Days after entry of the Preliminary
4 Approval Order.

5 1.30. "Notice Expenses" means all reasonable costs and expenses expended in the
6 execution of the Notice Plan, including (i) all costs and expenses incurred in connection with
7 preparing, printing, mailing, disseminating, posting, promoting, emailing, hosting on the Internet,
8 and publishing the Settlement Class Notice, and informing them of the Settlement, and (ii) any
9 other reasonable and necessary Notice and Notice related expenses.

10 1.31. "Notice Plan" means the plan described in this Agreement for disseminating Notice
11 to the Settlement Class Members of the terms of this Agreement and the Fairness Hearing.

12 1.32. "Objection Deadline" means the date by which Settlement Class Members must file
13 and postmark all required copies of any written objections, pursuant to the terms and conditions
14 herein, to this Settlement Agreement and to any application and motion for (i) the Fee and Expense
15 Award, and (ii) the Service Payments, which shall be 75 Days following the Notice Date.

16 1.33. "Opt-Out Period" means the period in which a Settlement Class Member may
17 submit a Request for Exclusion, pursuant to the terms and conditions herein, which shall expire 75
18 Days following the Notice Date. The deadline for filing a Request for Exclusion will be clearly set
19 forth in the Settlement Class Notice.

20 1.34. "Participating Settlement Class Member" means a Settlement Class Member who
21 submits an Approved Claim for their given share of the Settlement Benefits pursuant to the terms
22 and conditions of this Agreement.

23 1.35. "Parties" means the Plaintiffs and Keenan.

24 1.36. "Person(s)" means any individual, corporation, trust, partnership, limited liability
25 company or other legal entity and their respective predecessors, successors or assigns or, in the case
26 of individuals, their personal representative or guardian.

27 1.37. "PII" and "Personally Identifying Information" means the information contained in
28 the files involved in the Data Security Incident, including names, dates of birth, Social Security

1 numbers, passport numbers, driver's license numbers, health insurance information, and medical
2 information, such as general health information.

3 1.38. "Preliminary Approval Order" means the Court's Order preliminarily approving the
4 Settlement without material modifications to the proposed order or this Agreement that are
5 unacceptable to the Parties. A Proposed Preliminary Approval Order is attached to this Agreement
6 as **Exhibit F**.

7 1.39. "Reasonable Documentation" means documentation supporting a claim for
8 Documented Loss including, but not limited to, credit card statements, bank statements, invoices,
9 telephone records, photographs, and receipts. Documented Loss costs cannot be documented solely
10 by a personal certification, declaration, or affidavit from the Claimant; the Claimant must provide
11 supporting documentation in addition to any such certification, declaration, or affidavit.

12 1.40. "Released Claims" means any and all claims or causes of action of every kind and
13 description, including any causes of action in law, claims in equity, complaints, suits or petitions,
14 and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including,
15 but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement,
16 constructive trust, declaratory relief, compensatory damages, consequential damages, penalties,
17 exemplary damages, punitive damages, attorneys' fees, costs, interest or expenses) arising during
18 the period between February 3, 2020 to the date the Preliminary Approval Order is issued by the
19 Court, that the Releasing Parties had or could have asserted in the Action (including, but not limited
20 to, assigned claims), or in any other action or proceeding before any court, arbitrator(s), tribunal or
21 administrative body (including but not limited to any state, local or federal regulatory body),
22 regardless of whether the claims or causes of action are based on federal, state, or local law, statute,
23 ordinance, regulation, contract, common law, or any other source, and regardless of whether they
24 are known or unknown, foreseen or unforeseen, suspected or unsuspected, or fixed or contingent,
25 arising out of, or reasonably related or connected in any way with the claims or causes of action of
26 every kind and description that were brought, alleged, argued, raised or asserted in any pleading or
27 court filing in the Action. "Released Claims" does not include claims relating to the enforcement
28 of the settlement.

1.41. “Released Parties” means Keenan and all of its respective past, present, and future parent companies, partnerships, subsidiaries, affiliates, divisions, employees, servants, members, providers, partners, principals, directors, shareholders, and owners, and all of their respective attorneys, heirs, executors, administrators, insurers, coinsurers, reinsurers, joint ventures, personal representatives, predecessors, successors, transferees, trustees, and assigns, and includes, without limitation, any Person related to any such entities who is, was, or could have been named as a defendant in the Action, as well as customers of Keenan’s whose data was involving in the Data Security Incident. Each of the Released Parties may be referred to individually as a “Released Party.”

1.42. “Releasing Parties” means Plaintiffs and any Person in the Settlement Class, including those not submitting a claim for a Settlement Benefit.

1.43. “Request for Exclusion” is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class pursuant to the terms of the Agreement. The deadline to submit a Request for Exclusions is the date that falls on the last Day of the Opt-Out Period.

1.44. “Service Payment(s)” means the amount of remuneration to be paid to each of the Class Representatives in recognition of their efforts on behalf of the Settlement Class, in an amount to be ordered by the Court, as set forth in Section 10, herein.

1.45. “Settlement Administrator” means the qualified third-party administrator and agent agreed to by the Parties and approved and appointed by the Court in the Preliminary Approval Order to administer the Settlement, including providing the Notice. The Parties agree to recommend that the Court appoint CPT Group as Settlement Administrator to: design, consult on, and implement the Notice and related requirements of this Agreement; implement the Notice and Internet Advertisement, the Settlement Website, the submission and review of Claim Forms, and related requirements of this Agreement, subject to the Court’s approval.

1.46. “Settlement Benefit(s)” means any Settlement Payment, the Credit Monitoring and Insurance Services, the Prospective Relief set forth in Section 4 herein, and any other benefits Settlement Class Members receive pursuant to this Agreement, including non-monetary benefits

1 and relief, the Fee and Expense Award, and Administrative Expenses.

2 1.47. “Settlement Class” means all residents of the United States who were notified by
3 Keenan that their PII was or may have been affected in the Data Security Incident. Excluded from
4 the Settlement Class are: (1) the Judges presiding over the Action, Class Counsel, and members of
5 their families; (2) Keenan and its subsidiaries, parent companies, successors, predecessors, and any
6 entity in which Keenan or its parents, have a controlling interest, and its current or former officers
7 and directors; (3) Persons who properly execute and submit a Request for Exclusion prior to the
8 expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded Persons.

9 1.48. “Settlement Class List” means the list generated by Keenan containing the name,
10 email (if available), and last known physical mailing address for persons that fall under the
11 definition of the Settlement Class, which Keenan will provide to the Settlement Administrator
12 within five Days of the entry of the Preliminary Approval Order.

13 1.49. “Settlement Class Member” or “Class Member” means a Person who falls within
14 the definition of the Settlement Class and who does not submit a valid Request for Exclusion prior
15 to the expiration of the Opt-Out Period.

16 1.50. “Settlement Class Notice” or “Notice” means the form of Court-approved notice of
17 this Agreement that is disseminated to the Settlement Class. The Settlement Class Notice shall
18 consist of the Summary Notice, the Long Form Notice, and the Settlement Website.

19 1.51. “Settlement Fund” means the sum of Fourteen Million Dollars and No Cents
20 (\$14,000,000.00), to be paid by or on behalf of Keenan as specified in Section 3.6 of this
21 Agreement, including any interest accrued thereon after payment.

22 1.52. “Settlement Payment” means any payment to be made to any Participating
23 Settlement Class Member on Approved Claims pursuant to Sections 3.11 and 4.2 herein.

24 1.53. “Settlement Website” means the internet website, with the URL address
25 www.keenanbreachsettlement.com, to be created and maintained by the Settlement Administrator,
26 and which allows for the electronic submission of Claim Forms, and provides access to relevant
27 documents including the Settlement Class Notice, information about submitting Claim Forms, and
28 other relevant documents, including downloadable Claim Forms.

1.54. “Summary Notice” means the summary postcard and email notices of the proposed Settlement herein, substantially in the form attached hereto as **Exhibit G**.

1.55. “Taxes” means (i) any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon Keenan or its counsel with respect to any income or gains earned by or in respect of the Settlement Fund for any period while it is held in the Settlement Fund; (ii) any other taxes, duties and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) relating to the Settlement Fund that the Settlement Administrator determines are or will become due and owing, if any; and (iii) any and all expenses, liabilities and costs incurred in connection with the taxation of the Settlement Fund (including without limitation, expenses of tax attorneys and accountants).

2. RECITALS

2.1. On or around August 21, 2023, Keenan experienced a cybersecurity attack that affected its computer systems (i.e., the Data Security Incident).

2.2. Keenan’s subsequent investigation determined that during the Data Security Incident a threat actor acquired certain database files that contained PII.

2.3. Following a diligent investigation to identify individuals whose PII may have been affected, Keenan began notifying potentially impacted individuals about the Data Security Incident on or around January 26, 2024.

2.4. On February 2, 2024, this Action, *Heath v. Keenan & Associates*, 24STCV03018, was filed in the Los Angeles County Superior Court.

2.5. Over 20 separate class action cases related to the Data Security Incident subsequently were filed in this Court and in the United States District Court for the Central District of California.

2.6. Defendant denies all material allegations in the Action, denies wrongdoing of any kind, denies that it is liable on any claims asserted, and maintain that a class action cannot properly be certified for purposes of litigation and trial, as opposed to for purposes of settlement.

1 2.7. Before entering into this Settlement Agreement, Plaintiffs, by and through their
2 respective counsel, conducted a thorough examination, investigation, and evaluation of the relevant
3 law, facts, and allegations to assess the merits of the claims and potential claims to determine the
4 strength of liability, potential remedies, and all defenses thereto.

5 2.8. This Settlement was reached as a result of extensive arm's-length negotiations
6 between the Parties and their counsel, and after an all-day mediation session with respected
7 mediator, the Honorable Jay C. Gandhi (Ret.) of JAMS. Before and during these settlement
8 discussions and mediations, the Parties had an arm's-length exchange of sufficient information to
9 permit Plaintiffs and their counsel to evaluate the claims and potential defenses and to meaningfully
10 conduct informed settlement discussions.

11 2.9. As a result of extensive arm's-length negotiations, Plaintiffs and Class Counsel, on
12 behalf of the Class, and Defendant entered into an Agreement to settle and resolve the class claims
13 alleged in the Action.

14 2.10. Pursuant to the terms set forth below, this Agreement resolves all claims, actions,
15 and proceedings asserted, or that could be asserted, against Keenan arising out of or related to the
16 Data Security Incident, as set forth in the release contained herein, by or on behalf of members of
17 the Settlement Class herein defined but excluding the rights of Class Members who opt out from
18 the Settlement Class pursuant to the terms and conditions herein.

19 2.11. Class Counsel, on behalf of the Plaintiffs and the Settlement Class, have thoroughly
20 examined the law and facts relating to the matters at issue in the Action, Plaintiffs' claims, and
21 Keenan's potential defenses, including conducting independent investigation, as well as an
22 assessment of the merits of expected arguments in a motion for class certification. Based on an
23 analysis of the facts and the law applicable to Plaintiffs' claims in the Action, and taking into
24 account the burden, expense, and delay of such continued litigation, including the risks and
25 uncertainties associated with class certification and other defenses Keenan may assert, a protracted
26 trial and appeal(s), as well as the fair, cost-effective, and assured method of resolving the claims of
27 the Settlement Class, Plaintiffs and Class Counsel believe that resolution is an appropriate and
28 reasonable means of ensuring that the Class is afforded important benefits as expediently as

possible. Plaintiffs and Class Counsel have also taken into account the uncertain outcome and the risk of further litigation, as well as the difficulties and delays inherent in such litigation.

2.12. Plaintiffs and Class Counsel believe that the terms set forth in this Settlement Agreement confer substantial benefits upon the Settlement Class and have determined that they are fair, reasonable, adequate, and in the best interests of the Settlement Class.

2.13. Keenan has similarly concluded that this Settlement Agreement is desirable to avoid the time, risk, and expense of defending protracted litigation, and to resolve finally and completely the claims of Plaintiffs and the Settlement Class.

2.14. This Settlement Agreement, whether consummated, and any actions or proceedings taken pursuant to this Settlement Agreement, are for settlement purposes only and Keenan specifically denies any and all wrongdoing and any liability in connection with the Data Security Incident. The existence of, terms in, and any action taken under or in connection with this Settlement Agreement shall not constitute, be construed as, or be admissible in evidence as, any admission by Keenan of (i) the validity of any claim, defense or fact asserted in the Action or any other pending or future action, or (ii) any wrongdoing, fault, violation of law, or liability of any kind on the part of Keenan or any of the Released Parties.

3. TERMS OF SETTLEMENT

It is hereby stipulated and agreed, by and among Plaintiffs, individually and on behalf of the Settlement Class, and Keenan that, subject to Court approval, the Action and Plaintiffs' Released Claims shall be finally and fully compromised, settled, and released, and that the Judgment and Final Approval Order shall be entered subject to the following terms and conditions of this Settlement Agreement.

3.1. Preliminary Approval. Class Counsel shall submit this Agreement to the Court and shall move the Court to enter the Preliminary Approval Order, in the form attached as **Exhibit F**.

3.2. Cooperation. The Parties shall, in good faith, cooperate, assist, and undertake all reasonable actions and steps to accomplish all requirements of this Agreement on the schedule set by the Court, subject to the terms of this Agreement.

1 3.3. Certification of the Settlement Class. For purposes of this Settlement only, Plaintiffs
2 and Keenan stipulate to the certification of the Settlement Class, pursuant to California Code of
3 Civil Procedure §§ 382 *et seq.*, which is contingent upon the Court entering the Final Approval
4 Order and Judgment of this Settlement and the occurrence of the Effective Date. Should (1) the
5 Settlement not receive final approval from the Court, or (2) the Effective Date not occur, the
6 certification of the Settlement Class shall be void. Plaintiffs and Keenan further stipulate to
7 designate the Class Representatives as the representatives for the Settlement Class.

8 3.4. Final Approval. Class Counsel shall move the Court for final settlement approval
9 and entry of the Final Approval Order and Judgment no later than 21 Days prior to the Final
10 Fairness Hearing.

11 3.5. Releases.

12 3.5.1. The Release. 30 Days after the Effective Date, and in consideration of full
13 payment of the Settlement Fund by Keenan and the Settlement Benefits described herein, each
14 Releasing Party shall be deemed to have released, acquitted, and forever discharged Keenan and
15 each of the Released Parties from any and all Released Claims.

16 3.5.2. Exclusive Remedy. This Agreement shall be the sole and exclusive remedy
17 of the Releasing Parties against any of the Released Parties relating to any and all Released Claims.
18 Upon the entry of the Judgment, each and every Releasing Party shall be permanently barred and
19 enjoined from initiating, asserting and/or prosecuting any Released Claim(s) against any of the
20 Released Parties in any court, arbitration, tribunal, forum or proceeding.

21 3.5.3. Jurisdiction of the Court. Without affecting the finality of the Final Approval
22 Order and Judgment in any way, and even after the Effective Date, pursuant to Code of Civil
23 Procedure § 664.6, the Court shall retain exclusive and continuing jurisdiction over the
24 implementation of the Settlement, Action, the Parties, Settlement Class Members, and the
25 Settlement Administrator in order to interpret and enforce the terms, conditions, and obligations of
26 this Agreement.

1 3.6. Settlement Fund.

2 3.6.1. Deposit. Keenan shall pay, or cause to be paid through its insurance carriers,
3 a payment of Fourteen Million Dollars and No Cents (\$14,000,000.00) into the Settlement Fund
4 pursuant to the terms and conditions of this Agreement, which shall in part be available to cover
5 reasonable costs associated with the Notice Plan and any other Administrative Expenses incurred
6 prior to entry of the Final Approval Order and the Judgment. For the avoidance of doubt, and for
7 purposes of this Settlement Agreement only, Keenan's liability shall not exceed Fourteen Million
8 Dollars and No Cents (\$14,000,000.00) absent an express written agreement between the Parties to
9 the contrary. Keenan's obligation to pay the Settlement Fund shall proceed as follows:

10 3.6.1.1. Initial Deposit: Within 30 Days after the entry of the
11 Preliminary Approval Order, Keenan shall pay, or cause to be paid through its insurance carriers,
12 the sum of Five Hundred Thousand Dollars and No Cents (\$500,000.00) (the "Initial Deposit") to
13 the Settlement Administrator for the initial notice and administration expenses that will be incurred
14 to provide notice to the Class Members.

15 3.6.1.2. Periodic Payment(s): Following the entry of the Preliminary
16 Approval Order, and after the payment of the Initial Deposit, Keenan shall pay subsequent amounts
17 invoiced by the Settlement Administrator and approved by Class Counsel (the "Periodic
18 Payment(s)") within 30 calendar days after the submission of an invoice by the Settlement
19 Administrator and the issuance of approval by Class Counsel, whichever is later.

20 3.6.1.3. Balance Payment: No later than 30 Days after the entry of
21 the Final Approval Order, Keenan shall pay, or cause to be paid through its insurance carriers, an
22 amount equal to the Settlement Fund less the sum of the Initial Deposit and Periodic Payment(s)
23 (the "Balance Payment"; $\text{Balance Payment} = \text{Settlement Fund} - (\text{Initial Deposit} + \text{Periodic}$
24 $\text{Payment(s)})$) into an appropriate trust established and to be administered by the Settlement
25 Administrator pursuant to the terms of this Agreement.

26 3.6.2. Custody of Settlement Fund. The Settlement Fund shall be deposited in an
27 appropriate trust established by the Settlement Administrator pursuant to the terms and conditions
28 set forth below; but it shall remain subject to the jurisdiction of the Court until such time as the

entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or returned to those who paid the Settlement Fund in the event this Settlement Agreement is voided, terminated, or cancelled. In the event this Settlement Agreement is voided, terminated or cancelled due to lack of approval from the Court or any other reason: (i) the Class Representatives and Class Counsel shall have no obligation to repay any of the Administrative Expenses that have been paid or incurred in accordance with the terms and conditions of this Agreement; (ii) any amounts remaining in the Settlement Fund after payment of Administrative Expenses paid or incurred in accordance with the terms and conditions of this Agreement, including all interest earned on the Settlement Fund net of any Taxes, shall be returned to Keenan and (iii) no other person or entity shall have any further claim whatsoever to such amounts.

3.7. Non-Reversionary. This Settlement is not a reversionary settlement. As of the Effective Date, all rights of Keenan in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is voided, cancelled, or terminated, as described in Section 9 in this Agreement. In the event the Effective Date occurs, no portion of the Settlement Fund shall be returned to Keenan.

3.8. Use of the Settlement Fund. As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for: (i) all Administrative Expenses; (ii) any Taxes; (iii) any Service Payments; (iv) any Fee and Expense Award; (v) Settlement Payments and/or Settlement Benefits, pursuant to the terms and conditions of this Agreement; and (viii) any other Settlement Benefits.

3.9. Financial Account. The Settlement Fund shall be an account established and administered by the Settlement Administrator, at a financial institution (that is not any of the Released Parties) recommended by the Settlement Administrator and approved by Class Counsel and Keenan, and shall be maintained as a qualified settlement fund pursuant to Treasury Regulation § 1.468 B-1, *et seq.*

3.10. Payment/Withdrawal Authorization. No amounts from the Settlement Fund may be withdrawn unless (i) expressly authorized by the Settlement Agreement and Class Counsel, or (ii) approved by the Court. The Parties, by agreement, may authorize the periodic payment of actual

1 reasonable Administrative Expenses from the Settlement Fund as such expenses are invoiced
2 without further order of the Court. The Settlement Administrator shall provide Class Counsel and
3 Keenan with notice of any withdrawal or other payment the Settlement Administrator proposes to
4 make from the Settlement Fund before the Effective Date at least 30 Business Days prior to making
5 such withdrawal or payment.

6 3.11. Payments to Class Members. The Settlement Administrator, subject to such
7 supervision and direction of the Court and/or Class Counsel as may be necessary or as
8 circumstances may require, shall administer and/or oversee distribution of the Settlement Fund to
9 Participating Settlement Class Members pursuant to this Agreement.

10 3.12. Treasury Regulations & Fund Investment. The Parties agree that the Settlement
11 Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury
12 Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury
13 Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting
14 for or in respect of the Settlement Fund and paying from the Settlement Fund any Taxes owed with
15 respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a
16 qualified settlement fund from the earliest date possible and agree to any relation-back election
17 required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible.
18 Any and all funds held in the Settlement Fund shall be held in an interest-bearing account insured
19 by the Federal Deposit Insurance Corporation (“FDIC”) at a financial institution determined by the
20 Settlement Administrator and approved by the Parties. Funds may be placed in a non-interest
21 bearing account as may be reasonably necessary during the check clearing process. The Settlement
22 Administrator shall provide an accounting of any and all funds in the Settlement Fund, including
23 any interest accrued thereon and payments made pursuant to this Agreement, upon request of any
24 of the Parties.

25 3.13. Taxes. All Taxes relating to the Settlement Fund shall be paid out of the Settlement
26 Fund, shall be considered an Administrative Expense, and shall be timely paid by the Settlement
27 Administrator without prior order of the Court. Further, the Settlement Fund shall indemnify and
28 hold harmless the Parties and their counsel for Taxes (including, without limitation, taxes payable

1 by reason of any such indemnification payments). The Parties and their respective counsel have
2 made no representation or warranty with respect to the tax treatment by any Class Representative
3 or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or
4 derived from or made pursuant to the Settlement Fund. Each Class Representative and Settlement
5 Class Member shall be solely responsible for the federal, state, and local tax consequences to him,
6 her, or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

7 3.14. Limitation of Liability.

8 3.14.1. Keenan and Keenan's Counsel shall not have any responsibility for or
9 liability whatsoever with respect to (i) any act, omission or determination of Class Counsel, the
10 Settlement Administrator, or any of their respective designees or agents, in connection with the
11 administration of the Settlement or otherwise; (ii) the management, investment or distribution of
12 the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement
13 Fund; (iv) the determination, administration, calculation or payment of any claims asserted against
14 the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund;
15 or (vi) the payment or withholding of any Taxes, expenses and/or costs incurred in connection with
16 the taxation of the Settlement Fund or the filing of any returns.

17 3.14.2. Class Representatives and Class Counsel shall not have any liability
18 whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator,
19 or any of their respective designees or agents, in connection with the administration of the
20 Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund;
21 (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the
22 determination, administration, calculation or payment of any claims asserted against the Settlement
23 Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the
24 payment or withholding of any Taxes, expenses and/or costs incurred in connection with the
25 taxation of the Settlement Fund or the filing of any returns.

26 3.14.3. The Settlement Administrator shall indemnify and hold Class Counsel,
27 the Settlement Class, Class Representatives, Keenan, and Keenan's Counsel harmless for (i) any
28 act or omission or determination of the Settlement Administrator, or any of Settlement

1 Administrator's designees or agents, in connection with the Notice Plan and the administration of
2 the Settlement; (ii) the management, investment or distribution of the Settlement Fund; (iii) the
3 formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination,
4 administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any
5 losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or
6 withholding of any Taxes, expenses and/or costs incurred in connection with the taxation of the
7 Settlement Fund or the filing of any returns.

8 **4. SETTLEMENT BENEFITS**

9 4.1. Prospective and Injunctive Relief. Without admitting any liability, Keenan agrees,
10 as a material term of this Settlement, to implement and maintain certain cyber security, data and
11 privacy protocols, and deploy additional security measures for a period of 2 years from entry of the
12 Final Approval Order. Keenan has provided a declaration detailing such measures to Class Counsel
13 prior to the execution of this Agreement.

14 4.2. Settlement Payments. In addition, each Participating Settlement Class Member may
15 qualify for one of the following Settlement Payments:

16 4.2.1. Cash Fund Payment. Each Participating Class Member may submit a claim
17 to receive a Settlement Payment in cash. The amount of the pro rata Cash Fund Payment will be
18 calculated in accordance with Section 4.7.2 herein.

19 4.2.2. Documented Loss Payment. In the event a Participating Settlement Class
20 Member does not submit a Claim for a Cash Fund Payment, then that Participating Settlement Class
21 Member may submit a claim for a Settlement Payment of up to \$10,000 for reimbursement in the
22 form of a Documented Loss Payment. To receive a Documented Loss Payment, a Settlement Class
23 Member must choose to do so on their given Claim Form and submit to the Settlement
24 Administrator the following: (i) a valid Claim Form electing to receive the Documented Loss
25 Payment benefit; (ii) an attestation regarding any actual and unreimbursed Documented Loss; and
26 (iii) Reasonable Documentation that demonstrates the Documented Loss to be reimbursed pursuant
27 to the terms of the Settlement. Any Participating Settlement Class Member who submits a Claim
28 for a Documented Loss Payment that is rejected by the Settlement Administrator and that is not

1 cured will be considered as a Claim for a Cash Fund Payment. For any Claims that are deemed
2 deficient (i.e., lacking supporting documentation or otherwise not verifiable), the Settlement
3 Administrator shall provide an opportunity for that Participating Class Member to correct those
4 deficiencies (i.e., “cure” the claim) as described in detail in § 4.6.

5 4.3. Credit Monitoring and Insurance Services. In addition to electing one of the above
6 Settlement Payments in Sections 4.1.1 and 4.1.2, Settlement Class Members may elect to receive
7 three years of the Credit Monitoring and Insurance Services (“CMIS”). The CMIS will include
8 Credit Monitoring, Fraud Consultation, and Identity Theft Restoration services. A Participating
9 Settlement Class Member who chooses CMIS and already maintains a credit monitoring service
10 may elect to defer their enrollment in the CMIS for a period of 12 months for no additional charge.
11 The CMIS will include the following services to be provided to each Participating Settlement Class
12 Member who chooses the CMIS: (i) up to \$1 million dollars of identity theft insurance coverage
13 and (ii) three-bureau credit monitoring providing notice of changes to the Participating Settlement
14 Class Member’s credit profile.

15 4.4. Settlement Payment Methods. Participating Settlement Class Members will be
16 provided the option to receive any Settlement Payment due to them pursuant to the terms of this
17 Agreement via various digital methods, e.g., PayPal, Venmo, etc. In the event Participating
18 Settlement Class Members do not exercise this option, they will receive their Settlement Payment
19 via a physical check sent by U.S. Mail.

20 4.5. Deadline to File Claims. Claim Forms must be received on or before the Claims
21 Deadline.

22 4.6. The Settlement Administrator. The Settlement Administrator shall have the
23 authority to determine whether a Claim Form is substantially valid, timely, and complete, and to
24 what extent a Claim Form is electing to receive a Documented Loss Payment. To the extent the
25 Settlement Administrator determines a claim is deficient for a reason other than late posting, within
26 14 Days of making such a determination, the Settlement Administrator shall notify the Claimant of
27 the deficiencies, and that Claimant shall have 30 Days to cure the deficiencies and re-submit the
28 claim. No notification is required for late-posted claims. The Settlement Administrator shall

1 exercise reasonable discretion to determine whether the Claimant has cured the deficient claim. If
2 the Claimant fails to cure the deficiency, the claim shall stand as denied and the Class Member
3 shall be so notified.

4 4.7. Distribution of Settlement Payments.

5 4.7.1. As soon as practicable after the Effective Date, the Settlement Administrator
6 will first apply the Net Settlement Fund to pay for CMIS claimed by Participating Settlement Class
7 Members. If Net Settlement Funds remain after paying for the CMIS, the Settlement Administrator
8 will next use it to pay all Documented Loss Payments. The amount of the Net Settlement Fund
9 remaining after all Documented Loss Payments are applied and the payments for the Credit
10 Monitoring and Insurance Services are made shall be referred to as the "Post CM/DL Net
11 Settlement Fund".

12 4.7.2. The Settlement Administrator shall then use the Post CM/DL Net Settlement
13 Fund to make all pro rata Cash Fund Payments pursuant to Section 4.2.1 herein. The amount of
14 each Cash Fund Payment shall be calculated by dividing the Post CM/DL Net Settlement Fund by
15 double the number of valid claims submitted by California residents added to the number of valid
16 claims submitted by non-California residents to determine an "Initial Cash Amount" (i.e., Initial
17 Cash Amount = Post CM/DL Net Settlement Fund / ((2 * the total number of Approved Claims
18 submitted by California residents) + (the total number of Approved Claims submitted by non-
19 California residents))). The Cash Fund Payment amount to non-California residents with Approved
20 Claims will be equal to the Initial Cash Amount, and the Cash Fund Payment amount to California
21 residents with Approved Claims will equal twice the amount of the Initial Cash Amount.

22 4.7.3. In the event the Net Settlement Fund is insufficient to cover the payment for
23 the CMIS claimed by Participating Settlement Class Members, the duration of the CMIS coverage
24 will be reduced to exhaust the fund. In such an event, no Net Settlement Funds will be distributed
25 to Claimants for Approved Claims for Documented Loss Payments or for Cash Fund Payments. In
26 the event that the aggregate amount of all Documented Loss Payments and payments for the CMIS
27 exceeds the total amount of the Net Settlement Fund, then the value of the Documented Loss
28 Payment to be paid to each Participating Settlement Class Member shall be reduced, on a pro rata

1 basis, such that the aggregate value of all Documented Loss Payments and payments due for CMIS
2 does not exceed the Net Settlement Fund. In such an event, no Net Settlement Funds will be
3 distributed to Claimants with Approved Claims for Cash Fund Payments. All such determinations
4 shall be performed by the Settlement Administrator.

5 4.8. Deadline to Deposit or Cash Physical Checks. Settlement Class Members with
6 Approved Claims who receive a Documented Loss Payment or a Cash Fund Payment, by physical
7 check, shall have 60 Days following distribution to deposit or cash their cash benefit check.

8 4.9. Residual Funds. To the extent any monies remain in the Net Settlement Fund more
9 than 180 Days after the distribution of Settlement Payments to the Participating Settlement Class
10 Members, a subsequent Settlement Payment will be evenly made to all Participating Settlement
11 Class Members with Approved Claims who cashed or deposited the initial payment they received,
12 provided that the average check amount is equal to or greater than Three Dollars and No Cents
13 (\$3.00). The distribution of this remaining Net Settlement Fund shall continue until the average
14 check amount in a distribution is less than Three Dollars and No Cents (\$3.00). In the event that a
15 subsequent Settlement Payment made to Participating Settlement Class Members would exceed
16 Two Hundred and Fifty Dollars and No Cents (\$250.00), then the Parties will seek guidance from
17 the Court on how to disburse the remaining Net Settlement Fund. If the average check amount in a
18 distribution would be less than Three Dollars and No Cents (\$3.00), and if possible, the remaining
19 Net Settlement Fund will be used to extend the Credit Monitoring and Insurance Services to
20 Participating Settlement Class Members receiving that benefit for as long as possible. Any amount
21 remaining in the Net Settlement Fund after said extension is accomplished, if any, shall be
22 distributed to the Non-Profit Residual Recipient.

23 4.10. Returned Checks. For any Settlement Payment returned to the Settlement
24 Administrator as undeliverable (including, but not limited to, when the intended recipient is no
25 longer located at the address), the Settlement Administrator shall make reasonable efforts to find a
26 valid address and resend the Settlement Payment within 45 Days after the check is returned to the
27 Settlement Administrator as undeliverable. The Settlement Administrator shall only make one
28 attempt to resend a Settlement Payment.

1 4.11. Residue of Settlement Fund. No portion of the Settlement Fund shall revert or be
2 repaid to Keenan after the Effective Date. Any residual funds remaining in the Net Settlement Fund,
3 after all payments and distributions are made pursuant to the terms and conditions of this
4 Agreement, shall be distributed to the Non-Profit Residual Recipient, as approved by the Court,
5 pursuant to California Code of Civil Procedure §384.

6 **5. SETTLEMENT ADMINISTRATION**

7 5.1. Submission of Claims.

8 5.1.1. Submission of Electronic and Hard Copy Claims. Settlement Class Members
9 may submit electronically verified Claim Forms to the Settlement Administrator through the
10 Settlement Website, or may download Claim Forms to be filled out, signed, and submitted
11 physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically
12 or postmarked during the Claims Period and on or before the Claims Deadline. The Settlement
13 Administrator shall reject any Claim Forms that are incomplete, inaccurate, or not timely received
14 and will provide Claimants notice and the ability to cure defective claims, unless otherwise noted
15 in this Agreement.

16 5.1.2. Review of Claim Forms. The Settlement Administrator will review Claim
17 Forms submitted by Settlement Class Members to determine whether they are eligible for a
18 Settlement Payment.

19 5.1.3. Settlement Administrator's Duties.

20 5.1.3.1. Cost Effective Claims Processing. The Settlement Administrator
21 shall, under the supervision of the Court and Class Counsel, administer the relief provided by this
22 Agreement by processing Claim Forms in a rational, responsive, cost effective and timely manner,
23 and calculate Settlement Payments in accordance with this Agreement.

24 5.1.3.2. Dissemination of Notices. The Settlement Administrator shall
25 disseminate the Settlement Class Notice as provided for in this Agreement.

26 5.1.3.3. Maintenance of Records. The Settlement Administrator shall
27 maintain reasonably detailed records of its activities under this Agreement. The Settlement
28 Administrator shall maintain all such records as required by applicable law in accordance with its

1 business practices and such records will be made available to Class Counsel and Defendant's
2 Counsel upon request. The Settlement Administrator shall also provide reports and other
3 information to the Court as the Court may require. Upon request, the Settlement Administrator shall
4 provide Class Counsel and Defendant's Counsel with information concerning Notice,
5 administration, and implementation of the Settlement. Without limiting the foregoing, the
6 Settlement Administrator also shall:

7 5.1.3.3.1. Receive Requests for Exclusion from Settlement Class
8 Members and provide Class Counsel and Defendant's Counsel a copy thereof no later than five
9 Days following the deadline for submission of the same. If the Settlement Administrator receives
10 any Requests for Exclusion or other requests from Settlement Class Members after expiration of
11 the Opt-Out Period, the Settlement Administrator shall promptly provide copies thereof to Class
12 Counsel and Defendant's Counsel;

13 5.1.3.3.2. Provide weekly reports to Class Counsel and
14 Defendant's Counsel that include, without limitation, reports regarding the number of Claim Forms
15 received, the number of Claim Forms approved by the Settlement Administrator, and the
16 categorization and description of Claim Forms rejected by the Settlement Administrator. The
17 Settlement Administrator shall also, as requested by Class Counsel or Defendant's Counsel and
18 from time to time, provide the amounts remaining in the Net Settlement Fund;

19 5.1.3.3.3. Make available for inspection by Class Counsel and
20 Defendant's Counsel the Claim Forms and any supporting documentation received by the
21 Settlement Administrator at any time upon reasonable notice;

22 5.1.3.3.4. Cooperate with any audit by Class Counsel or
23 Defendant's Counsel, who shall have the right but not the obligation to review, audit, and evaluate
24 all Claim Forms for accuracy, veracity, completeness, and compliance with the terms and
25 conditions of this Agreement.

26 5.2. Requests for Additional Information. In the exercise of its duties outlined in this
27 Agreement, the Settlement Administrator shall have the right to reasonably request additional
28 information from the Parties or any Participating Settlement Class Member.

1 5.3. Timing of Settlement Benefits. The Settlement Administrator shall comply with the
2 terms and conditions of this Agreement herein and shall timely make all Settlement Payments
3 contemplated in this Agreement within 45 Days after: (i) the Effective Date; or (ii) all Claim Forms
4 have been processed subject to the terms and conditions of this Agreement, whichever date is later.
5 Within 15 Days after the Effective Date, the Settlement Administrator will securely transmit to the
6 provider of the CMIS a list of Participating Settlement Class Members with Approved Claims
7 electing to receive the CMIS, including their names and email addresses. Within 45 Days of the
8 Effective Date, Participating Settlement Class Members will be sent the enrollment instructions for
9 the CMIS.

10 **6. SETTLEMENT CLASS NOTICE**

11 6.1. As set forth in this Section 6, Class Notice will be disseminated through a
12 combination of Summary Notice (substantially in the form of **Exhibit G** attached hereto), notice
13 through the Settlement Website, Long Form Notice (substantially in the form of **Exhibit E** attached
14 hereto), and Internet Advertisements (substantially in the form of **Exhibit C** attached hereto), as
15 approved by the Court in the Preliminary Approval Order, and described in this Agreement, and in
16 order to comply with all applicable laws, including but not limited to, California Code of Civil
17 Procedure Section 382 *et seq.*, the Due Process of the United States Constitution, and any other
18 applicable statute, law or rule.

19 6.2. Within five Days after the date of the Preliminary Approval Order, Keenan shall
20 provide the Settlement Class List to the Settlement Administrator.

21 6.3. Confidentiality. Any information relating to Settlement Class Members provided to
22 the Settlement Administrator pursuant to this Agreement shall be provided solely for the purpose
23 of providing Notice to the Class Members (as set forth herein) and allowing them to recover under
24 this Agreement; shall not be used by the Settlement Administrator for marketing; shall be kept in
25 strict confidence by the Parties, their counsel, and the Settlement Administrator; shall not be
26 disclosed to any third party; shall be destroyed after all distributions to Class Members have been
27 made; and shall not be used for any other purpose. Moreover, because the Settlement Class List
28 and information contained therein will be provided to the Settlement Administrator solely for

1 purposes of providing the Class Notice and Settlement Benefits and processing opt-out requests,
2 the Settlement Administrator will execute a confidentiality and non-disclosure agreement with
3 Class Counsel and Keenan's Counsel, and will ensure that any information provided to it by Class
4 Members, Class Counsel, Keenan, or Keenan's Counsel, will be secure and used solely for the
5 purpose of effecting this Settlement. This provision is intended solely to protect the privacy of
6 Settlement Class Members and against disclosure of their sensitive PII, and will not impede Class
7 Counsel's ability to discharge its duties to the Settlement Class or the Settlement Administrator's
8 ability to administer the Settlement.

9 6.4. Direct Notice. No later than the Notice Date, or such other time as may be ordered
10 by the Court, the Settlement Administrator shall disseminate the Summary Notice to Settlement
11 Class Members as follows:

12 6.4.1. For any Settlement Class Member for whom an email address is available,
13 the Settlement Administrator shall email the Summary Notice to such Person;

14 6.4.2. For any Settlement Class Member for whom an email is not available, and
15 to the extent a physical address is available, the Settlement Administrator will send the Summary
16 Notice (in postcard form) by U.S. mail, postage prepaid;

17 6.4.3. If any notice that has been emailed is returned as undeliverable, the
18 Settlement Administrator shall attempt two other email executions and if not successful, the
19 Settlement Administrator will send the Summary Notice (in postcard form) by U.S. mail, postage
20 prepaid, to the extent a current mailing address is available;

21 6.4.4. For any Summary Notice that has been mailed via U.S. mail and returned by
22 the Postal Service as undeliverable, the Settlement Administrator shall re-mail the notice to the
23 forwarding address, if any, provided by the Postal Service on the face of the returned mail. The
24 Settlement Administrator has the discretion to accept technically late claims, objections, or opt-
25 outs submitted by any Class Members who received re-mailed Notices.

26 6.4.5. Neither the Parties nor the Settlement Administrator shall have any other
27 obligation to re-mail individual notices that have been mailed as provided in this Paragraph 6.4.
28 The Parties may, at their discretion, provide reminder notice via publication or any other means as

1 the Parties deem appropriate.

2 6.4.6. In the event the Settlement Administrator transmits a Summary Notice via
3 U.S. Mail, the Settlement Administrator shall first perform any further investigations deemed
4 appropriate by the Settlement Administrator, including using the National Change of Address
5 (“NCOA”) database maintained by the United States Postal Service, in an attempt to identify
6 current mailing addresses for individuals or entities whose names are provided by Keenan.

7 6.4.7. The Settlement Administrator shall complete the Direct Notice set forth in
8 this Paragraph 6.4 within 30 Days after the Notice Date.

9 6.5. Notice via Internet Campaign. The Settlement Administrator shall design and
10 conduct an Internet Advertisement publication notice program targeted to Class Members, which
11 must be approved by the Parties and the Court. This Internet Advertisement publication notice shall
12 commence after the Notice Date and shall continue through the Claims Deadline. The Internet
13 Advertisements are substantially in the form of **Exhibit C** attached hereto.

14 6.6. Fraud Prevention. The Settlement Administrator shall use reasonable and customary
15 fraud-prevention mechanisms to prevent (i) submission of Claim Forms by persons other than
16 potential Settlement Class Members, (ii) submission of more than one Claim Form per person, and
17 (iii) submission of Claim Forms seeking amounts to which the claimant is not entitled. In the event
18 a Claim Form is submitted without a unique class member identifier, the Settlement Administrator
19 shall employ reasonable efforts to ensure that the Claim is valid.

20 6.7. Settlement Website. Prior to any dissemination of the Summary Notice and prior to
21 the Notice Date, the Settlement Administrator shall cause the Settlement Website to be launched
22 on the Internet in accordance with this Agreement. The Settlement Administrator shall create the
23 Settlement Website. The Settlement Website shall contain information regarding how to submit
24 Claim Forms (including submitting Claims Forms electronically through the Settlement Website)
25 and relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this
26 Agreement, the Preliminary Approval Order entered by the Court, the operative complaint in the
27 Action, details about the Final Fairness Hearing, as well as the Final Approval Order and Judgement
28 when entered by the Court. The Settlement Website shall also include a toll-free telephone number

1 and mailing address through which Settlement Class Members may contact the Settlement
2 Administrator directly. The Settlement Website shall also make available the Long Form Notice in
3 Spanish. Any changes to the time or location of the Final Fairness Hearing promptly will be
4 indicated on the Settlement Website.

5 6.8. Contents of the Long Form Notice. The Long Form Notice shall, *inter alia*, (i)
6 specify the deadline for Settlement Class Members to opt-out, object to, or otherwise comment
7 upon the Settlement by day, month, and year, and describe the method by which Class Members
8 may object to, opt out from, or otherwise comment on the Settlement as set forth in this Agreement ;
9 (ii) contain instructions on how to submit a Claim Form; (iii) note the deadline for Settlement Class
10 Members to submit Claim Forms; and (iv) note the date, time and location of the Final Fairness
11 Hearing. A copy of the Long Form Notice is attached hereto as **Exhibit E**.

12 **7. OPT-OUT PROCEDURES**

13 7.1. Any Settlement Class Member may submit a Request for Exclusion from the
14 Settlement at any time during the Opt-Out Period. To be valid, the Request for Exclusion must be
15 postmarked or received by the Settlement Administrator on or before the end of the Opt-Out Period.
16 Requests for Exclusion must be submitted to the Settlement Administrator via US Mail. Requests
17 for Exclusion must be in writing and must identify the case name *Heath, et al. v. Keenan & Assoc.*,
18 24STCV03018 (Los Angeles Superior Court); state the name, address and telephone number of the
19 Settlement Class Members seeking exclusion; be physically signed by the Person(s) seeking
20 exclusion; and must also contain a statement to the effect that “I/We hereby request to be excluded
21 from the proposed Settlement Class in *Heath, et al. v. Keenan & Assoc.*, 24STCV03018 (Los
22 Angeles County Superior Court).” Any Person who elects to request exclusion from the Settlement
23 Class shall not (i) be bound by any orders or Judgment entered in the Action, (ii) be entitled to relief
24 under this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to object
25 to any aspect of this Agreement. No Person may request to be excluded from the Settlement Class
26 through “mass” or “class” opt-outs.

27 7.2. If the total of Requests for Exclusion exceeds 1,500, the Settlement Agreement is
28 null and void per Section 9.

8. OBJECTION AND COMMENT PROCEDURES

8.1. Any Settlement Class Member may object or comment in support of or in opposition to the Settlement and may do so in writing, in person, or through counsel, at his or her own expense, at the Fairness Hearing.

8.1.1. Written Objections must be in writing and mailed to the Settlement Administrator.

8.1.2. All written Objections must include the following: (i) the case name *Heath, et al. v. Keenan & Assoc.*, 24STCV03018 (Los Angeles Superior Court); (ii) the Settlement Class Member's full name, current physical mailing address, and telephone number; (iii) a statement indicating whether the objection applies only to the objector, a subset of the Settlement Class, or the entire Settlement Class, (iii) the specific grounds for the objection; and (iv) all documents or writings that the Settlement Class Member desires the Court to consider.

8.1.3. All written objections must be postmarked no later than the Objection Deadline.

8.1.4. Objections will not be filed with the Court.

8.1.5. The Settlement Administrator shall promptly forward any objection(s) it receives to Class Counsel and Keenan's Counsel.

8.1.6. The Court will hear from any Class Member who attends the Final Fairness Hearing and asks to speak, including those Class Members who have submitted an Objection.

8.1.7. Any Class Member who does not make their objection(s) in the manner and by the date set forth in this Section 8 or at the Final Fairness Hearing shall be deemed to have waived any objections and shall be forever barred from raising such objections.

9. MODIFICATION OR TERMINATION OF THE AGREEMENT

9.1. The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

1 9.2. In the event this Agreement is terminated pursuant to any provision herein, then the
2 Settlement proposed herein shall become null and void (with the exception of Sections 3.6.2, 3.7,
3 9.2, and 9.3 herein) and shall have no legal effect and may never be mentioned at trial or in
4 dispositive or class motions or motion papers (except as necessary to explain the timing of the
5 procedural history of the Action), and the Parties will return to their respective positions existing
6 immediately before the execution of this Agreement.

7 9.3. Notwithstanding any provision of this Agreement, in the event this Agreement is
8 not approved by any court, or terminated for any reason, or the Settlement set forth in this
9 Agreement is declared null and void, or in the event that the Effective Date does not occur,
10 Settlement Class Members, Plaintiffs, and Class Counsel shall not in any way be responsible or
11 liable for any of the Administrative Expenses, or any expenses, including costs of notice and
12 administration associated with this Settlement or this Agreement, except that each Party shall bear
13 its own attorneys' fees and costs.

14 **10. SERVICE PAYMENTS**

15 10.1. Class Representatives may each seek a Service Payment, not to exceed Two
16 Thousand Dollars and No Cents (\$2,000.00) to be awarded and approved by the Court, and be paid
17 from the Settlement Fund. Any request for such award of Service Payments must be filed at least
18 21 Days prior to the Objection Deadline.

19 10.2. The Settlement Administrator shall pay the Service Payments approved by the Court
20 to the Class Representatives from the Settlement Fund. Such Service Payments shall be paid by the
21 Settlement Administrator, in the amount approved by the Court, within 35 Days after the Effective
22 Date.

23 10.3. In the event the Court declines to approve, in whole or in part, the payment of
24 Service Payments in the amounts requested, the remaining provisions of this Agreement shall
25 remain in full force and effect. No decision by the Court, or modification or reversal or appeal of
26 any decision by the Court, concerning the amount of a Service Payment shall constitute grounds
27 for cancellation or termination of this Agreement.
28

1 10.4. The amount of Service Payment(s) to be applied for as set forth herein was
2 negotiated independently from the other terms of the Settlement. The entire negotiation was
3 supervised by the Honorable Jay C. Gandhi (Ret.) as mediator. Further, the allowance or
4 disallowance by the Court of an award of a Service Payment will be considered and determined by
5 the Court separately from the Court's consideration and determination of the fairness,
6 reasonableness, and adequacy of the Settlement.

7 **11. FEE AND EXPENSE AWARD**

8 11.1. Class Counsel may file a motion for an award of the Fee and Expense Award to be
9 paid from the Settlement Fund. Class Counsel may file a motion seeking an award of attorneys'
10 fees at least 21 Days prior to the Objection Deadline. The motion for the Fee and Expense Award
11 shall be posted on the Settlement Website. Prior to the disbursement or payment of the Fee and
12 Expense Award under this Agreement, Class Counsel shall provide to the Settlement Administrator
13 a properly completed and duly executed IRS Form W-9.

14 11.2. The Fee and Expense Award shall be paid by the Settlement Administrator, in the
15 amount approved by the Court, within 35 Days after the earlier of (a) the Effective Date or (b) the
16 first date on which both the of the following conditions have occurred: (i) the entry of the Court's
17 order so awarding the Attorneys' Fees and Expenses, notwithstanding any appeal, and (ii) service
18 of a fully executed Stipulated Undertaking and Order by Class Counsel, substantially in the form
19 attached hereto as **Exhibit H** (the Stipulated Undertaking and Order shall provide that Class
20 Counsel are liable to the Settlement Fund for the repayment of their share of Attorneys' Fees and
21 Expenses, without interest, should the Court's order so awarding Attorneys' Fees and Expenses be
22 reversed or the fee order reversed or reduced on appeal).

23 11.3. In the event (a) the Final Approval Order and Judgment (or the order awarding
24 Attorneys' Fees and Expenses) is reversed, vacated, modified, and/or remanded for further
25 proceedings or otherwise disposed of in any manner other than one resulting in an affirmance, (b)
26 Class Counsel have served a fully executed Stipulated Undertaking and Order, and (c) Class
27 Counsel have been paid the Attorneys' Fees and Expenses by the Settlement Administrator, then
28 Class Counsel (or, as applicable, any and all successor(s) or assigns of their respective firms) shall,

1 within 15 Business Days of such event, (i) repay to Defendant, as applicable, the full amount of the
2 Attorneys' Fees and Expenses paid to them (without interest), or (ii) repay to Defendant the amount
3 by which the award of Attorneys' Fees and Expenses has been reduced, without interest. Class
4 Counsel (or, as applicable, any and all successor(s) or assigns of their firm) shall be liable for
5 repayment of their share of the Attorneys' Fees and Expenses.

6 11.4. Unless otherwise ordered by the Court, Class Counsel shall have the sole and
7 absolute discretion to allocate any approved Fee and Expense Award. Keenan shall have no liability
8 or other responsibility for allocation of any such attorneys' fees and costs.

9 11.5. The Fee and Expense Award to be applied for by Class Counsel was discussed only
10 after reaching an agreement upon the relief provided to the Class. There is no agreement on these
11 amounts, and all discussions concerning fees were supervised by the Honorable Jay C. Gandhi
12 (Ret.) as mediator.

13 11.6. The Settlement is not conditioned upon the Court's approval of the Fee and Expense
14 Award or the Service Payments.

15 **12. JUDGMENT**

16 12.1. This Agreement is subject to and conditioned upon the issuance by the Court of the
17 Judgment, which will grant final approval of this Agreement and among other things shall:

18 12.1.1. Decree that neither the Judgment nor this Agreement constitutes an
19 admission by Keenan of any liability or wrongdoing whatsoever;

20 12.1.2. Bar and enjoin all Releasing Parties from asserting against any of the
21 Released Parties any and all Released Claims;

22 12.1.3. Release each Released Party from any and all Released Claims;

23 12.1.4. Determine that this Agreement is entered into in good faith and
24 represents a fair, reasonable, and adequate settlement that is in the best interests of the members of
25 the Settlement Class; and

26 12.1.5. Preserve the Court's continuing and exclusive jurisdiction over the
27 Parties to this Agreement, including Keenan and all Participating Settlement Class Members, to
28 administer, supervise, construe, and enforce this Agreement in accordance with its terms for the

1 mutual benefit of the Parties, but without affecting the finality of the Judgment.

2 **13. REPRESENTATIONS AND WARRANTIES**

3 13.1. In addition to the representations and warranties set forth in Section 2 (“Recitals”)
4 of this Agreement, each signatory to this Agreement represents and warrants (i) that he, she, they,
5 or it has all requisite power and authority to execute, deliver and perform this Agreement and to
6 consummate the transactions contemplated herein, (ii) that the execution, delivery and performance
7 of this Agreement and the consummation by it of the actions contemplated herein have been duly
8 authorized by all necessary corporate action on the part of each signatory, and (iii) that this
9 Agreement has been duly and validly executed and delivered by each signatory, and constitutes its
10 legal, valid and binding obligation.

11 13.2. Keenan has provided to Plaintiffs the Settlement Class List containing the list of
12 Persons to whom Keenan provided notice of the Data Security Incident, and represents and warrants
13 such information is true and correct to the best of Keenan’s knowledge.

14 **14. NO ADMISSION OF LIABILITY OR WRONGDOING**

15 14.1. This Agreement, whether consummated, and any negotiations, proceedings or
16 agreements relating to this Agreement, and any matters arising in connection with settlement
17 negotiations, proceedings, or agreements:

18 14.1.1. Shall not be admissible in any action or proceeding for any reason, other
19 than an action to enforce the terms hereof;

20 14.1.2. Shall not be described as, construed as, offered or received against the
21 Released Parties as evidence of and/or deemed to be evidence of any presumption, concession, or
22 admission by any Released Party of the truth of any fact alleged by Plaintiffs; the validity of any
23 claim that has been or could have been asserted in the Action or in any litigation; the deficiency of
24 any defense that has been or could have been asserted in the Action or in any litigation; or any
25 liability, negligence, fault, or wrongdoing of any of the Released Parties; and

26 14.1.3. Shall not be described as or construed against the Released Parties,
27 Plaintiffs, or any Settlement Class Members as an admission or concession that the consideration
28 to be given hereunder represents the amount which could be or would have been awarded to said

1 Plaintiffs or the members of the Settlement Class after trial.

2 **15. MISCELLANEOUS PROVISIONS**

3 15.1. Entire Agreement. This Agreement, including all exhibits hereto, shall constitute the
4 entire Agreement among the Parties regarding the subject matter hereof and shall supersede any
5 previous agreements, representations, communications and understandings among the Parties. Each
6 of the Parties to this Agreement acknowledges that no other Party to this Agreement, nor any agent
7 or attorney of any such party, has made any promise, representation, or warranty, express or
8 implied, not contained in this Agreement to induce either party to execute this Agreement. Neither
9 Party is relying on the other Party or their agents or attorneys and rather each Party decided to
10 resolve the dispute in their own independent determination and judgment. This Agreement may not
11 be changed, modified, or amended except in writing signed by all Parties, subject to Court approval.
12 The Parties contemplate that, subject to Court approval or without such approval where legally
13 permissible, the exhibits to this Agreement may be modified by subsequent agreement of counsel
14 for the Parties prior to dissemination of the Settlement Class Notice to the Settlement Class.

15 15.2. Best Efforts. The Parties agree that they will make all reasonable efforts needed to
16 reach the Effective Date and fulfill their obligations under this Agreement.

17 15.3. Governing Law. This Agreement shall be construed under and governed by the laws
18 of the State of California, applied without regard to laws applicable to choice of law.

19 15.4. Execution by Counterparts. This Agreement may be executed by the Parties in one
20 or more counterparts, each of which shall be deemed an original but all of which together shall
21 constitute one and the same instrument. Facsimile signatures or signatures sent via email shall be
22 treated as original signatures and shall be binding.

23 15.5. Notices. Any notice, instruction, application for Court approval, or application for
24 Court orders sought in connection with this Agreement or other document to be given by any Party
25 to any other Party shall be in writing and delivered personally or sent by registered or certified mail,
26 postage prepaid, if to Keenan to Keenan's Counsel, or if to Plaintiffs or the Settlement Class to
27 Class Counsel, or to other recipients as the Court may specify. All notices to the Parties or counsel
28 required herein shall be made in writing and communicated by mail and email to the following:

If to Plaintiffs or Class Counsel:	If to Keenan or Keenan's Counsel:
<p>Ryan Clarkson Yana Hart CLARKSON LAW FIRM, P.C. 22525 Pacific Coast Highway Malibu, CA 90265 rclarkson@clarksonlawfirm.com yhart@clarksonlawfirm.com</p> <p>Tina Wolfson Robert Ahdoot Andrew W. Ferich AHDOOT & WOLFSON, PC 2600 West Olive Avenue, Suite 500 Burbank, CA 91505 twolfson@ahdootwolfson.com rahdoot@ahdootwolfson.com aferich@ahdootwolfson.com</p> <p>Benjamin F. Johns Samantha E. Holbrook SHUB JOHNS & HOLBROOK LLP Four Tower Bridge 200 Barr Harbor Dr., Ste. 400 Conshohocken, PA 19428 bjohns@shublawayers.com sholbrook@shublawayers.com</p> <p>M. Anderson Berry Gregory Haroutunian CLAYEO C. ARNOLD, APC 865 Howe Avenue, Sacramento, CA 95825 aberry@justice4you.com gharoutunian@justice4you.com</p>	<p>John A. Vogt JONES DAY 3161 Michaelson Drive Suite 800 Irvine, CA 92612 javogt@jonesday.com</p>

15.6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, assigns, executors, and legal representatives of each of the Parties hereto.

15.7. Construction. For the purpose of construing or interpreting this Agreement, the Parties agree that this Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party.

15.8. Severability. The waiver or breach by one Party of any provision of this Agreement shall not be deemed a waiver or breach of any other provision of this Agreement.

1 15.9. Integration of Exhibits. The exhibits to this Agreement and any exhibits thereto are
2 an integral and material part of the Settlement and are hereby incorporated and made a part of the
3 Agreement.

4 15.10. Headings. The headings contained in this Agreement are for reference purposes only
5 and shall not affect in any way the meaning or interpretation of this Agreement.

6 15.11. Taxability. Keenan does not make and has not made any representations regarding
7 the taxability of any Settlement Benefit, Fee and Expense Award, and/or any other payments made
8 pursuant to this Agreement. Class Representatives and Class Counsel (on behalf of themselves and
9 the Settlement Class Members) represent that that they have not relied upon any representation of
10 any of Keenan or its attorneys or the Settlement Administrator on the subject of taxability of any
11 consideration provided under this Agreement. Class Representatives and Class Counsel (on behalf
12 of themselves and the Settlement Class Members) understand and expressly agree that any income
13 or other tax, including any interest, penalties or other payment obligations ultimately determined
14 to be payable from or with respect to any Settlement Benefit, Fee and Expense Award, and/or any
15 other payments made pursuant to this Agreement, as well as any state or federal reporting
16 obligations imposed on them arising therefrom or attributable thereto, shall not be Keenan's
17 responsibility.

18 15.12. The Parties have spent substantial time negotiating this Settlement, during a portion
19 of which it was impracticable, impossible, or futile to bring the Litigation to trial. Accordingly, in
20 the event that this Agreement is not approved by the Court or the Settlement is terminated or fails
21 to become effective in accordance with its terms, including, but not limited to, termination of the
22 Agreement pursuant under the provisions herein, the time period from March 1, 2024 to the date
23 on which this Agreement is terminated or fails to become effective, if any, (i) shall not count for
24 the purpose of calculating the five-year period to bring the Litigation to trial under California Code
25 of Civil Procedure Section 583.310, and (ii) shall not be used as the basis for any claims, rights or
26 defenses, except those relating to the foregoing provision relating to California Code of Civil
27 Procedure § 583.310, based on the passage of time during such period. Notwithstanding the
28 foregoing, in the event that this Agreement is not approved by the Court or the Settlement is

1 terminated or fails to become effective in accordance with its terms, the Plaintiffs do not waive the
2 right to seek further time to bring this Litigation to trial by operation of law, or pursuant to
3 California Code of Civil Procedure Section 583.310.

4 15.13. Counterparts. The Settlement Agreement may be executed in one or more
5 counterparts. All executed counterparts and each of them shall be deemed to be one and the same
6 instrument. A complete set of original executed counterparts shall be filed with the Court.

7 15.14. Deadlines. If any of the dates or deadlines specified herein falls on a weekend or
8 legal holiday, the applicable date or deadline shall fall on the next Business Day. The Parties reserve
9 the right to agree to any reasonable extensions of time that might be necessary to carry out any of
10 the provisions of this Agreement.

11 15.15. Dollar Amounts. All dollar amounts are in United States dollars, unless otherwise
12 expressly stated.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed on its behalf by its duly authorized counsel of record, all as of the day set forth below:

DEFENDANT:

Dated: March 7, 2025

KEENAN & ASSOCIATES

By: Steven B. Muscatello

Its: Steven Muscatello

PLAINTIFFS:

Dated: March 7, 2025

By: _____
Heather Heath

Dated: March 7, 2025

By: Brian Heinz


Dated: March 7, 2025

DocuSigned by:
Matthew Rutledge
By: Matthew Rutledge
2F29E626BAFA423...

Dated: March 7, 2025

By: Robert Ruma

Dated: March 7, 2025

By: 
Representing Counsel Benjamin F. Johns
on behalf of Andrea Hans

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed on its behalf by its duly authorized counsel of record, all as of the day set forth below:

DEFENDANT:

Dated: March 7, 2025

KEENAN & ASSOCIATES

By: _____
Its: _____

PLAINTIFFS:

Dated: March 7, 2025

By: Heather Heath
Heather Heath

Dated: March 7, 2025

By: Brian Heinz

Dated: March 7, 2025

By: _____
Matthew Rutledge

Dated: March 7, 2025

By: _____
Robert Ruma

Dated: March 7, 2025

By: _____
Andrea Hans

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed on its behalf by its duly authorized counsel of record, all as of the day set forth below:

DEFENDANT:

Dated: March 7, 2025

KEENAN & ASSOCIATES

By: _____
Its: _____

PLAINTIFFS:

Dated: March 7, 2025

By: _____
Heather Heath

Dated: March 7, 2025

By: Brian Heinz (Mar 7, 2025 14:19 PST)
Brian Heinz

Dated: March 7, 2025

By: _____
Matthew Rutledge

Dated: March 7, 2025

By: _____
Robert Ruma

Dated: March 7, 2025

By: _____
Andrea Hans

1 **IN WITNESS WHEREOF**, each of the Parties hereto has caused this Agreement to be
2 executed on its behalf by its duly authorized counsel of record, all as of the day set forth below:

3 **DEFENDANT:**

4 Dated: March 7, 2025

KEENAN & ASSOCIATES

6 By: _____
7 Its: _____

8 **PLAINTIFFS:**

9
10
11 Dated: March 7, 2025

By: _____
Heather Heath

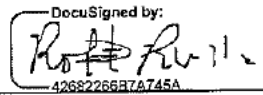
12
13
14 Dated: March 7, 2025

By: _____
Brian Heinz

15
16 Dated: March 7, 2025

By: _____
Matthew Rutledge

17
18
19 Dated: March 7, 2025

By:  _____
Robert Ruma

20
21
22 Dated: March 7, 2025

By: _____
Andrea Hans

1 **PLAINTIFFS' COUNSEL:**

2
3 Dated: March 7, 2025

CLARKSON LAW FIRM, P.C.

4
5 By: 

6 Ryan Clarkson
Yana Hart

7 Dated: March 7, 2025

AHDOOT & WOLFSON, PC

8
9 By: _____

Tina Wolfson
Andrew W. Ferich

10
11
12 Dated: March 7, 2025

SHUB & JOHNS LLC

13
14 By: _____

Benjamin F. Johns
Samantha E. Holbrook

15
16 Dated: March 7, 2025

CLAYEO C. ARNOLD, APC

17
18 By: _____

M. Anderson Berry
Gregory Haroutunian

19 *Attorneys for Plaintiffs and the Putative Class*

20
21 **DEFENDANT'S COUNSEL:**

22 Dated: March 7, 2025

JONES DAY

23
24 By: _____

John A. Vogt

25 *Attorneys for Defendant Keenan & Associates*

1 **PLAINTIFFS' COUNSEL:**


2
3 Dated: March 7, 2025

CLARKSON LAW FIRM, P.C.

4 By: _____
5 Ryan Clarkson
6 Yana Hart

7 Dated: March 7, 2025

AHDOOT & WOLFSON, PC

8 By: 
9 Tina Wolfson
10 Andrew W. Ferich

11
12 Dated: March 7, 2025

SHUB & JOHNS LLC

13 By: _____
14 Benjamin F. Johns
15 Samantha E. Holbrook

16 Dated: March 7, 2025

CLAYEO C. ARNOLD, APC

17 By: _____
18 M. Anderson Berry
19 Gregory Haroutunian

Attorneys for Plaintiffs and the Putative Class

20
21 **DEFENDANT'S COUNSEL:**

22 Dated: March 7, 2025

JONES DAY

23
24 By: _____
25 John A. Vogt

Attorneys for Defendant Keenan & Associates

1 **PLAINTIFFS' COUNSEL:**

2
3 Dated: March 7, 2025

CLARKSON LAW FIRM, P.C.

4 By: _____
5 Ryan Clarkson
6 Yana Hart


7 Dated: March 7, 2025

AHDOOT & WOLFSON, PC

8 By: _____
9 Tina Wolfson
10 Andrew W. Ferich

11
12 Dated: March 7, 2025

SHUB JOHNS & HOLBROOK LLP

13 By:  _____
14 Benjamin F. Johns
15 Samantha E. Holbrook

16 Dated: March 7, 2025

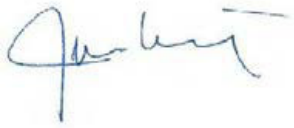
CLAYEO C. ARNOLD, APC

17 By: _____
18 M. Anderson Berry
19 Gregory Haroutunian

20 *Attorneys for Plaintiffs and the Putative Class*

21 **DEFENDANT'S COUNSEL:**

22 Dated: March 7, 2025

23 JONES DAY 
24 By: _____
25 John A. Vogt

26 *Attorneys for Defendant Keenan & Associates*

1 **PLAINTIFFS' COUNSEL:**

2
3 Dated: March 7, 2025

CLARKSON LAW FIRM, P.C.

4 By: _____
5 Ryan Clarkson
6 Yana Hart

7 Dated: March 7, 2025

AHDOOT & WOLFSON, PC

8 By: _____
9 Tina Wolfson
10 Andrew W. Ferich

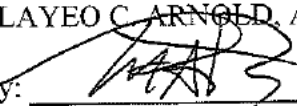
11
12 Dated: March 7, 2025

SHUB & JOHNS LLC

13 By: _____
14 Benjamin F. Johns
15 Samantha E. Holbrook

16 Dated: March 7, 2025

CLAYEO C. ARNOLD, APC

17 By:  _____
18 M. Anderson Berry
19 Gregory Haroutunian

20 *Attorneys for Plaintiffs and the Putative Class*

21 **DEFENDANT'S COUNSEL:**

22 Dated: March 7, 2025

JONES DAY

23 By: _____
24 John A. Vogt

25 *Attorneys for Defendant Keenan & Associates*
26
27
28

EXHIBIT A

CLAIM FOR KEENAN DATA BREACH SETTLEMENT BENEFITS

Heath, et al. v. Keenan & Associates, No. 24STCV03018 (Los Angeles Cty., CA)

USE THIS FORM TO MAKE A CLAIM FOR CREDIT MONITORING AND INSURANCE SERVICES AND FOR EITHER (1) A DOCUMENTED LOSS PAYMENT OR (2) A PRO RATA CASH FUND PAYMENT

*Para una notificación en Español, llamar 1-XXX-XXX-XXXX o visitar nuestro sitio web
www.keenanbreachsettlement.com*

The DEADLINE to submit this Claim Form is: [XXXXXX XX, 202X]

I. WHAT YOU MAY GET - GENERAL INSTRUCTIONS

If you are a United States resident who was notified by Keenan that your Personally Identifying Information was or may have been affected in the Data Security Incident impacting Keenan, you are a Class Member.

As a Class Member, you are eligible to make a claim for **one** of the following Settlement Payment options:

1. A pro rata Cash Fund Payment (equal payment paid to all Participating Settlement Class Members who submit a timely and valid a Claim Form) to be paid for from the Net Settlement Fund, the amount of which will depend on the number of Class Members who participate in the Settlement and who elect CMIS or Documented Losses.

OR

2. Up to a \$10,000 cash payment for reimbursement of Documented Losses incurred on or after August 21, 2023 that are more likely than not traceable to the Data Security Incident and that have not otherwise been reimbursed through insurance. For this option, you **must** submit your Claim Form with an attestation regarding any actual and unreimbursed Documented Loss(es), as well as Reasonable Documentation showing that you actually incurred unreimbursed losses on or after August 21, 2023, that were more likely than not incurred as a result of the Data Security Incident. If you provide incomplete or inaccurate information, your claim may be denied.

In addition to the Cash Payment or Documented Loss Payment, all Class Members are also eligible to elect the Credit Monitoring and Insurance Services ("CMIS") Settlement Benefit. The CMIS Settlement Benefit will include the following services, among others: (i) up to \$1,000,000 of identity theft insurance coverage; and (ii) three years (i.e., 36 months) of three-bureau credit monitoring providing, among other things, notice of changes to the Participating Settlement Class Member's credit profile. All Settlement Class Members who submit a claim for a Settlement Payment will also be eligible to receive the CMIS Settlement Benefit and will receive an enrollment code that can be used to enroll in the service. If you elect CMIS and already maintain a credit monitoring service, you may elect to defer your enrollment in the CMIS for a period of 12 months for no additional charge.

Cash Settlement Payment amounts may be reduced or increased pro rata (equal share) depending on how many Class Members submit claims. Complete information about the Settlement and its benefits are available at www.keenanbreachsettlement.com.

Questions? Visit keenanbreachsettlement.com or call 1-XXX-XXX-XXXX

THIS CLAIM FORM MUST BE SUBMITTED OR POSTMARKED BY XXXXXX XX, 202X IN ORDER TO BE TIMELY AND VALID

This Claim Form must be submitted online at www.keenanbreachsettlement.com or completed and mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

Keenan & Associates Data
Breach Settlement
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
keenanbreachsettlement@cptgroup.com

Please note: the Settlement Administrator may contact you to request additional documents to process your claim. Your cash benefit may decrease depending on the number and amount of claims submitted.

II. CLAIMANT INFORMATION

The Settlement Administrator will use this information for all communications regarding this Claim Form and the Settlement. If this information changes prior to distribution of cash Settlement Payments and CMIS, you must notify the Settlement Administrator in writing at the address above.

[illegible]

LAST NAME

[illegible]

STREET ADDRESS

[illegible]

STREET ADDRESS 2

[illegible]

CITY

--	--

STATE

--	--	--	--	--	--

ZIP CODE

[illegible]

EMAIL ADDRESS

[illegible]

PHONE NUMBER

[illegible]

UNIQUE ID (Located on the notice mailed to you; if known)

III. CREDIT MONITORING AND INSURANCE SERVICES

All Class Members are eligible to elect the CMIS Settlement Benefit.

☐ If you wish to receive CMIS, you must check off the box for this section. Submitting this Claim Form will not automatically enroll you into the CMIS Settlement Benefit. To enroll, you must follow the instructions sent to your email address after the Settlement is approved and becomes final (the “Effective Date”).

Questions? Visit keenanbreachsettlement.com or call 1-XXX-XXX-XXXX

THIS CLAIM FORM MUST BE SUBMITTED OR POSTMARKED BY XXXXXX XX, 202X IN ORDER TO BE TIMELY AND VALID

IV. REQUEST FOR CASH PAYMENT OR REIMBURSEMENT

In addition to CMIS, you may select **one** of the following options:

☐ **Option 1. Cash Fund Payment.** If do not have Documented Losses or Reasonable Documentation to support Documented Losses resulting from the Data Security Incident, or otherwise prefer to receive a pro rata cash payment, select this option by checking off the box. You do not need to submit any additional documents if you are electing this category, so long as you provide your Unique ID Number that was provided on your mailed Notice. A check will be mailed to the address you provided in Section II, above, as long as the Net Settlement Fund is not depleted by the claims for CMIS and Documented Loss payments.

If you would prefer to receive your Settlement Payment via Paypal or Venmo, or via a digital gift card, please provide the email address associated with your PayPal or Venmo account or the email address to which you would like your digital gift card Settlement Payment sent, below **[OPTIONAL]**:

[illegible]

*If you select this option, you **cannot** also elect Option 2, Reimbursement for Documented Losses, below.*

☐ **Option 2. Reimbursement for Documented Losses.** Please check off the box for this section if you are electing to seek reimbursement of up to \$10,000 of Documented Losses you incurred that are more likely than not traceable to the Keenan Data Security Incident and have not otherwise been reimbursed. Documented Losses include unreimbursed losses and consequential expenses that are more likely than not related to the Data Security Incident and incurred on or after August 21, 2023. Documented Losses are “more likely than not” related to the Data Security Incident if they were incurred on or after the date of the Data Security Incident (August 21, 2023) and can reasonably be related to one or more of the compromised data points. Examples of Documented Losses are set forth in the chart below.

IMPORTANT: If you selected **Option 2, above, Reimbursement for Documented Losses**, as your cash Settlement Payment option, **you must** (i) fill out the information below and/or on a separate sheet submitted with this Claim Form; (ii) sign the Attestation at the end of this Claim Form; and (iii) include Reasonable Documentation supporting each claimed cost along with this Claim Form. To be valid and honored under the Settlement, Documented Losses must be deemed more likely than not traceable to the Keenan Data Security Incident by the Settlement Administrator based on the documentation you provide. **Failure to meet the requirements of this section may result in your claim for a Documented Loss reimbursement being rejected by the Settlement Administrator.** If you do not submit Reasonable Documentation supporting a Documented Loss Payment claim, or your claim for a Documented Loss Payment is rejected by the Settlement Administrator for any reason and you do not cure the defect, ***your claim will be considered for a Cash Fund Payment.***

If you are not requesting Reimbursement Documented Losses, stop here, and submit the filled-out form. For Reimbursement for Documented Losses, you must fill out the remainder of the form, and submit documentation supporting each claimed cost.

V. DOCUMENTED LOSSES

Only fill this out if you selected Reimbursement for Documented Losses. You do not need to fill this table if you are requesting a Cash Fund Payment.

Cost Type (Fill all that apply)	Approximate Amount and Date of Loss	Description of Supporting Reasonable Documentation (Identify what you are attaching and why)
<p>Professional fees incurred in connection with identity theft or falsified tax returns.</p> <p><i>Examples: Receipt for hiring service to assist you in addressing identity theft; Accountant bill for re-filing tax return.</i></p>	<p>\$ • </p> <p> - - </p> <p style="text-align: center;">MM DD YYYY</p>	<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div>
<p>Lost interest or other damages resulting from a delayed state and/or federal tax refund in connection with fraudulent tax return filing.</p> <p><i>Examples: Letter from IRS or state about tax fraud in your name; Documents reflecting length of time you waited to receive your tax refund and the amount.</i></p>	<p>\$ • </p> <p> - - </p> <p style="text-align: center;">MM DD YYYY</p>	<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div>
<p>Credit freeze</p> <p><i>Examples: Notices or account statements reflecting payment for a credit freeze.</i></p>	<p>\$ • </p> <p> - - </p> <p style="text-align: center;">MM DD YYYY</p>	<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div>
<p>Credit monitoring that was ordered after August 21, 2023 through the date on which the Credit Monitoring and Insurance Services become available through this Settlement.</p> <p><i>Example: Receipts or account statements reflecting purchases made for Credit Monitoring and Insurance Services.</i></p>	<p>\$ • </p> <p> - - </p> <p style="text-align: center;">MM DD YYYY</p>	<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div>

Questions? Visit keenanbreachsettlement.com or call 1-XXX-XXX-XXXX

THIS CLAIM FORM MUST BE SUBMITTED OR POSTMARKED BY XXXXXX XX, 202X IN ORDER TO BE TIMELY AND VALID

<p>Miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges</p> <p><i>Example: Phone bills, gas receipts, postage receipts; detailed list of locations to which you traveled (e.g., police station, IRS office), indication of why you traveled there (e.g., police report or letter from IRS re: falsified tax return) and number of miles you traveled to remediate or address issues related to the Keenan Data Breach.</i></p>	<p>\$ <input type="text"/><input type="text"/><input type="text"/><input type="text"/><input type="text"/><input type="text"/> • <input type="text"/><input type="text"/></p> <p><input type="text"/><input type="text"/> - <input type="text"/><input type="text"/> - <input type="text"/><input type="text"/><input type="text"/><input type="text"/> MM DD YYYY</p>	<hr/> <hr/> <hr/> <hr/> <hr/>
<p>Other (provide detailed description)</p> <p><i>Please provide detailed description in the space to the right or in a separate document submitted with this Claim Form.</i></p>	<p>\$ <input type="text"/><input type="text"/><input type="text"/><input type="text"/><input type="text"/><input type="text"/> • <input type="text"/><input type="text"/></p> <p><input type="text"/><input type="text"/> - <input type="text"/><input type="text"/> - <input type="text"/><input type="text"/><input type="text"/><input type="text"/> MM DD YYYY</p>	<hr/> <hr/> <hr/> <hr/> <hr/>

Attestation (Required for Documented Loss Payment Claims Only)

I, _____, declare that I suffered the Documented Losses
[Name]

claimed above.

I also attest that the Documented Losses claimed above are accurate and were not otherwise reimbursable by insurance.

I declare under penalty of perjury under the laws of California and of the United States of America that the foregoing is true and correct.

Executed on _____, in _____, _____.
[Date] [City] [State]

Signature

Date:
MM DD YYYY

EXHIBIT B

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

HEATHER HEATH, *et. al.*, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

KEENAN & ASSOCIATES, and Does 1 Through
20, Inclusive,

Defendant.

Case No. 24STCV03018

(Assigned to Hon. Kenneth R. Freeman)

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

1 Plaintiffs Heather Heath, Brian Heinz, Robert Ruma, Matthew Rutledge, and Andrea Hans
2 (“Class Representatives” or “Plaintiffs”), and Defendant Keenan & Associates (“Keenan” or
3 “Defendant”) (collectively, the “Parties”) have entered into an amended Class Action Settlement
4 Agreement and Release dated March 7, 2025, and all exhibits thereto (the “Settlement” or
5 “Settlement Agreement”);

6 On _____, 2025, the Court entered the Preliminary Approval Order that, among other
7 things, (a) preliminarily certified, pursuant to the California Code of Civil Procedure section 382,
8 a class for purposes of Settlement only; (b) appointed named Plaintiffs Heather Heath, Brian
9 Heinz, Robert Ruma, Matthew Rutledge and Andrea Hans as Class Representatives for settlement
10 purposes; (c) appointed as Class Counsel Ryan Clarkson and Yana Hart of Clarkson Law Firm;
11 Tina Wolfson and Andrew W. Ferich of Ahdoot & Wolfson PC; Benjamin F. Johns and Samantha
12 E. Holbrook of Shub & Johns LLC; and M. Anderson Berry and Gregory Haroutunian of Clayeo
13 C. Arnold, A Professional Corporation; (d) preliminarily found that the Settlement is fair,
14 reasonable, adequate, and the product of substantial investigation, litigation, and arm’s length
15 negotiations; (e) appointed CPT Group, Inc. (“CPT”) as the Settlement Administrator to provide
16 notice to the Settlement Class, as selected and agreed upon by the Parties; (f) approved the claims,
17 opt out, and objection procedures provided for in the Settlement Agreement; and (g) scheduled a
18 Final Fairness Hearing for _____, 2025, in Department 14 of the Los Angeles County Superior
19 Court;

20 The notice to the Settlement Class ordered by the Court in its Preliminary Approval Order
21 has been provided, as attested to in the declaration of Julie N. Green of CPT;

22 A Fairness Hearing was held on whether the Settlement is fair, reasonable, adequate, and
23 in the best interests of the Settlement Class, such hearing date being due and the appropriate
24 number of days after such notice to the Settlement Class;

25 The Court duly considered the motion for final approval of the Settlement Agreement,
26 Class Counsel’s application for a Fee and Expense Award, and the request for Class Representative
27 Service Payments; and
28

1 The Court has considered the Settlement Agreement and exhibits thereto, the submissions
2 of the Parties, the record in the Action, the evidence presented, the arguments presented by counsel,
3 and any objections made by Settlement Class Members. Good cause appearing, **IT IS HEREBY**
4 **ORDERED AND DECREED AS FOLLOWS:**

5 1. The Court has jurisdiction over the subject matter of the Action and all matters
6 relating to the Settlement, as well as personal jurisdiction over all the Parties and each of the
7 Settlement Class Members who did not timely exclude themselves from the Settlement Class.

8 2. The Court adopts, incorporates, and makes a part hereof: (a) the amended Class
9 Action Settlement Agreement and Release executed by the Parties on March 7, 2025, including
10 the definitions in the Settlement Agreement and (b) the notices and exhibits thereto, respectively,
11 all of which were filed with the Court on March 7, 2025. All capitalized terms used in this Order
12 have the same meaning as set forth in the Settlement Agreement, unless otherwise defined herein.

13 3. Certification of the Settlement Class for Purposes of Settlement. The Court
14 certifies, solely for purposes of effectuating the Settlement, this Action as a class action on behalf
15 of a Settlement Class defined as: All residents of the United States who were notified by Keenan
16 that their PII was or may have been affected in the Data Security Incident. Excluded from the
17 Settlement Class are: (1) the Judges presiding over the Action, Class Counsel, and members of
18 their families; (2) Keenan and its subsidiaries, parent companies, successors, predecessors, and
19 any entity in which Keenan or its parents, have a controlling interest, and its current or former
20 officers and directors; (3) Persons who properly execute and submit a Request for Exclusion prior
21 to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded
22 Persons.

23 4. Class Representatives. Plaintiffs Heather Heath, Brian Heinz, Robert Ruma,
24 Matthew Rutledge and Andrea Hans are hereby appointed, for settlement purposes only, as Class
25 Representatives for the Settlement Class.

26 5. Class Counsel. Ryan Clarkson and Yana Hart of Clarkson Law Firm; Tina Wolfson
27 and Andrew W. Ferich of Ahdoot & Wolfson PC; Benjamin F. Johns and Samantha E. Holbrook
28 of Shub & Johns LLC; and M. Anderson Berry and Gregory Haroutunian of Clayco C. Arnold, A

Professional Corporation are hereby appointed, for settlement purposes only, as counsel for the Settlement Class.

6. This Court finds and concludes, solely for purposes of settlement, that:

a. the Settlement Class Members are so numerous that joinder of all Settlement Class Members in the Action is impracticable;

b. the Settlement Class has been objectively defined and can and has been ascertained from Keenan's business records;

c. there are questions of law and fact common to the Settlement Class which, as to the Settlement and related matters, predominate over any individual questions;

d. the Class Representatives' claims are typical of the Settlement Class Members' claims;

e. the Class Representatives and Class Counsel can and have fairly and adequately represented and protected the Settlement Class Members' interests;

f. a class action is superior to other available methods for the fair and efficient adjudication of the controversy considering: (1) the interests the Settlement Class Members in individually controlling the prosecution of separate actions; (2) the extent and nature of any litigation concerning the controversy already commenced by the Settlement Class Members; (3) the desirability or undesirability of concentrating the litigation of these claims in this particular forum; and (4) the difficulties likely to be encountered in the management of this class action.

7. Settlement Class Notice. The Court finds that dissemination of the notices attached to the Settlement Agreement: (a) was implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of (i) the pendency of the Action; (ii) their right to submit a claim (where applicable) by submitting a Claim Form; (iii) their right to exclude themselves from the Settlement Class; (iv) the effect of the proposed Settlement (including the Releases to be provided thereunder); (v) Class Counsel's motion for an award of attorneys' fees and expenses and for Service Payments to the Class Representatives; (vi) their right to object to any aspect of the Settlement, and/or Class Counsel's

1 motion for attorneys' fees and expenses and Service Payments to the Class Representatives; and
2 (vii) their right to appear at the Final Fairness Hearing; (d) constituted due, adequate, and sufficient
3 notice to all Persons entitled to receive notice of the proposed Settlement; and (e) satisfied the
4 requirements of California Code of Civil Procedure section 382, California Civil Code section
5 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions,
6 and any other applicable law. The notice fully satisfied the requirements of due process.

7 8. Requests for Exclusion. [The persons listed on **Exhibit 1**, attached hereto and
8 incorporated by this reference, submitted timely and proper Requests for Exclusion, are excluded
9 from the Settlement Class, and are not bound by the terms of the Settlement Agreement or this
10 Order.] or [No timely requests for exclusion have been submitted.]

11 9. Objections. [No objections to the settlement were submitted.] or [The Court has
12 considered each of the ____ objections to the Settlement. The Court finds and concludes that each
13 of the objections is without merit, and they are hereby overruled.]

14 10. The Court finds the compensation to the Settlement Class, including the provision
15 of three years of Credit Monitoring and Insurance Services, Reimbursement of Documented
16 Losses of up to a maximum of \$10,000 per Settlement Class Member, Cash Fund Payments of any
17 remaining Net Settlement Funds in accordance with the terms of the Settlement Agreement, and
18 the agreed to injunctive and prospective relief are fair and reasonable. The Court authorizes the
19 Settlement Administrator to make payments or pay reimbursements to Settlement Class Members
20 who submitted timely and valid Claim Forms in accordance with the terms of the Settlement
21 Agreement.

22 11. The Court hereby adopts and approves the Settlement Agreement, and finds that it
23 is in all respects fair, reasonable, adequate, just and in compliance with all applicable requirements
24 of the California Code of Civil Procedure and the California Civil Code, the United States
25 Constitution (including the Due Process Clause), and all other applicable laws, and in the best
26 interests of the Parties and the Settlement Class. Accordingly, the Court directs the Parties and
27 their counsel to implement, perform, and consummate this Settlement in accordance with the terms
28 and conditions of the Settlement Agreement.

1 12. Binding Effect. The terms of the Settlement Agreement and of this Order shall be
2 forever binding on Keenan, Plaintiffs, and all Settlement Class Members who did not timely
3 request exclusion (regardless of whether any individual Settlement Class Member submits a Claim
4 Form, seeks or obtains a Settlement benefit, or objected to the Settlement), as well as their
5 respective successors and assigns.

6 13. Releases. The Releases set forth in Paragraph 3.5 of the Settlement Agreement are
7 expressly incorporated herein in all respects. The Releases are effective as of the Effective Date.
8 Accordingly, this Court orders pursuant to this Order, without further action by anyone, upon the
9 Effective Date of the Settlement, and as provided in the Settlement Agreement, that Plaintiffs and
10 each and every Settlement Class Member shall have released the Released Claims against the
11 Released Parties. Notwithstanding the foregoing, nothing in this Order shall bar any action by any
12 of the Parties to enforce or effectuate the terms of the Settlement Agreement or this Order. Nor
13 does this Release apply to any Settlement Class Member who timely excludes himself or herself
14 from the Settlement, or to any Class Member (or the estate of any Class Member) who is deceased.

15 14. Future Prosecutions Barred. Plaintiffs and all Class Members are hereby barred and
16 permanently enjoined from instituting, asserting, or prosecuting any or all the Released Claims
17 against any of the Released Parties.

18 15. No Admission of Liability. The Court hereby decrees that the Settlement, this
19 Order, and the fact of the Settlement do not constitute admissions or concessions by Defendant of
20 any fault, wrongdoing, or liability whatsoever, or as an admission of the appropriateness of class
21 certification for trial or dispositive motion practice. This Order is not a finding of the validity or
22 invalidity of any of the claims asserted or defenses raised in the Action. Nothing relating to the
23 Settlement shall be offered or received in evidence as an admission, concession, presumption or
24 inference against the Defendant or any of the Released Parties in any proceeding, other than such
25 proceedings as may be necessary to consummate or enforce the Settlement Agreement or to
26 support a defense based on principles of *res judicata*, collateral estoppel, release, good faith
27 settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion
28 or similar defense.

1 16. Retention of Jurisdiction. Without affecting the finality of this Order in any way,
2 this Court shall retain continuing jurisdiction over: (a) enforcement of the terms of this Order and
3 implementation of this Settlement and any award or distribution to the Settlement Class Members;
4 and (b) all Parties for the purpose of enforcing and administering the Settlement Agreement,
5 pursuant to California Code of Civil Procedure section 664.6 or otherwise.

6 17. Attorneys' Fees and Expenses. Class Counsel are awarded attorneys' fees in the
7 amount of \$ _____, and reimbursement of litigation expenses and costs in the amount of
8 \$ _____, and such amounts shall be paid by the Settlement Administrator pursuant to and
9 consistent with the terms of the Settlement. Pursuant to Paragraph 11.4 of the Settlement
10 Agreement, Settlement Class Counsel has sole and absolute discretion to distribute and allocate
11 the attorneys' fees and expenses award.

12 18. Service Payments. The Class Representatives are each awarded a Service Payment
13 in the amount of \$ _____, and such amounts shall be paid by the Settlement Administrator
14 pursuant to and consistent with the terms of the Settlement Agreement.

15 19. Defendant shall have no liability or responsibility for any payments, fees, or costs
16 under this Order except as provided in the Settlement Agreement.

17 20. Modification of the Agreement of Settlement. Without further approval from the
18 Court, Plaintiffs, by and through Class Counsel, and Keenan are hereby authorized to agree to and
19 adopt such amendments or modifications of the Settlement Agreement or any exhibits attached
20 thereto to effectuate the Settlement that: (a) are not materially inconsistent with this Order; and (b)
21 do not materially limit the rights of Settlement Class Members in connection with the Settlement.
22 Without further order of the Court, Plaintiffs, by and through Class Counsel, and Keenan may
23 agree to reasonable extensions of time to carry out any of the provisions of the Settlement
24 Agreement.

25 21. Termination of Settlement. If the Settlement is terminated as provided in the
26 Settlement Agreement or the Effective Date of the Settlement otherwise fails to occur, this Order
27 shall be vacated, rendered null and void and be of no further force and effect, except as otherwise
28 provided by the Settlement Agreement, and this Order shall be without prejudice to the rights of

1 Plaintiffs, Settlement Class Members, and Keenan, and the Parties shall be deemed to have
2 reverted *nunc pro tunc* to their respective litigation positions in the Action immediately prior to
3 the execution of the Settlement Agreement.

4 22. A separate Final Judgment shall be issued adopting this Order and directing the
5 Clerk of Court to dismiss this action accordingly. This Order and the Final Judgment will be posted
6 to the Settlement Administrator's website.

7
8 **IT IS SO ORDERED.**

9
10 Dated: _____

Hon. Kenneth R. Freeman

EXHIBIT C

October 9, 2024

SUPPLEMENTAL LEGAL NOTICE PLAN RECOMMENDATION

RE: *Heath, et al. v. Keenan & Associates*

SUBMITTED BY:
CPT GROUP, INC.
50 CORPORATE PARK
IRVINE, CA 92606

Table of Contents

Class Member Overview	3
Notice Plan Summary	3
Process & Timeline	3
Audience Research	4
Target Audience Research	4
MRI Data	5
Audience Map	5
Notice Plan Overview	6
Tactics & Channels	7
Creative	8
Campaign Creative Refresh	9
Ad Verification Overview	10
Ad Tracking	10
Brand Safety	10
Analytics & Reporting	11

Class Member Overview

Estimated Class Member Size: 1,780,000

Class Member Description: Class members are all residents of the United States who were notified by Keenan that their PII was or may have been affected in the Data Security Incident.

Notice Plan Summary

Targeted Geography: California, Nationwide

Campaign Objective: Claims Filed

Estimated Program Duration (Including Lead Time):73 days total, 45 days media live

Total Estimated Impressions:
1,417,519

Estimated Media Plan Total:
\$17,500

Process & Timeline



Audience Research

Target Audience Research

Keenan & Associates provides employee benefits, workers' compensation, health benefit management services, risk management, and property and liability to schools, healthcare organizations, and municipalities in California.

CPT utilizes the MRI-Simmons, a database that measures American consumer psychographics, preferences, attitudes, and media behaviors, to develop an audience profile. An audience of California residents who are employed was chosen in this case to capture the media usage information of as many potential class members as possible. Among this audience, Facebook, and Instagram had some of the highest media usage percentages compared to other social media platforms. General internet usage and Google Search percentages show that this audience is not only present on social platforms but significantly present across the web.

Meta platforms were included in the plan for both their media usage and their claims-driving and reach potential related to the notice.

Audiences in each platform were developed using targeting related to job titles and industries that potential class members may have or belong to. Geo-targeting was layered within audiences to hyper-target California. Meta platform audiences also include geo-targeting the area around affected businesses to further reach potential class members based on their location/proximity to work. Additional audiences layering the entire United States with job targeting were added to Meta to reach any class members who may be outside the state of California.

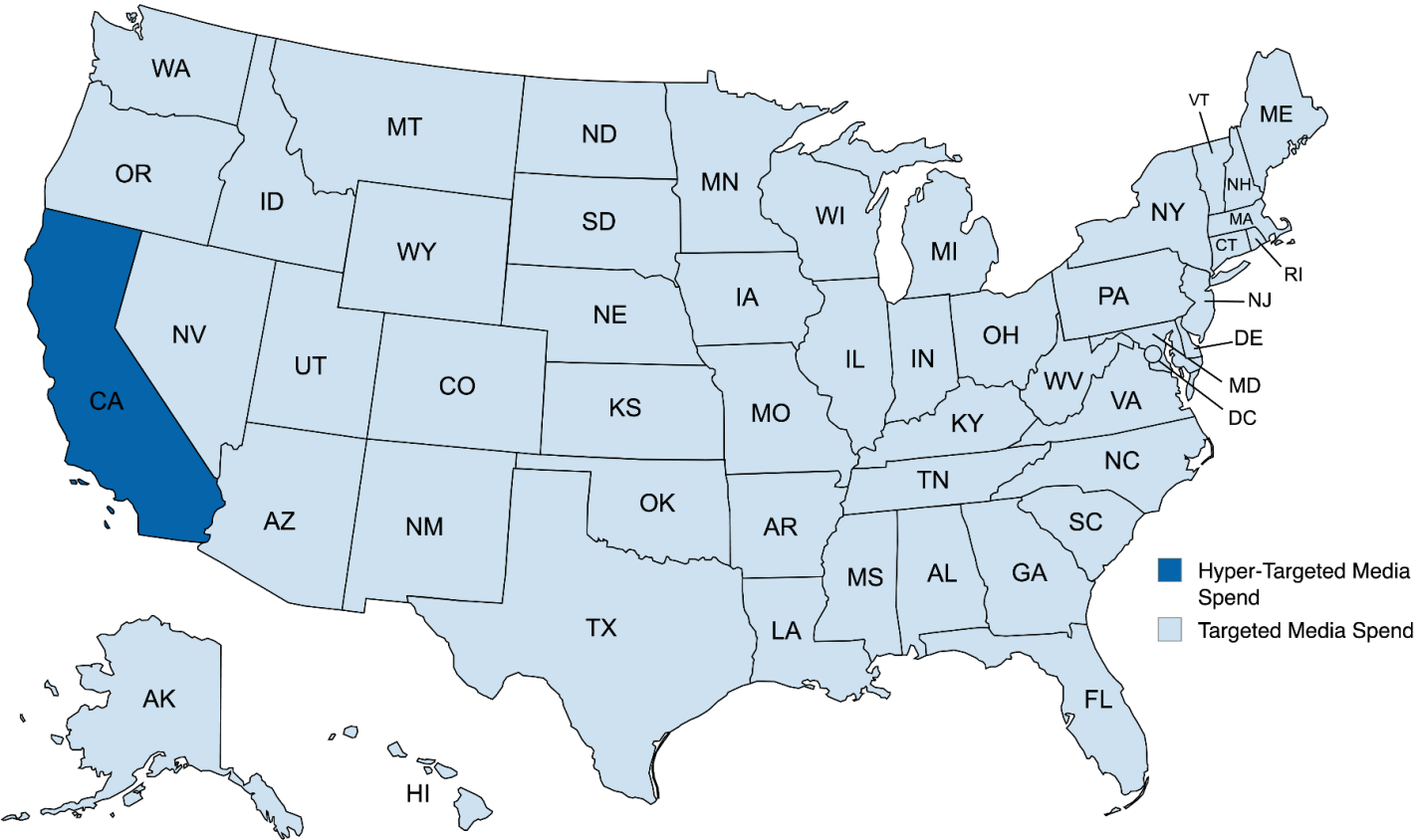
MRI Data

According to the 2024 MRI-Simmons Spring Doublebase report for people who live in California and are employed:

- 49.47% Men | 50.53% Women
- 97% have used the internet in the last 30 days
- Most likely to be between ages 18-24, also significant among ages 25-34
- Most likely to have a household income level of \$500,000+

Audience	Facebook	Instagram
People who match: live in California and are employed	56%	53%

Audience Map



Notice Plan Overview

Heather Heath v. Keenan & Associates (Supplemental)		Days	Ad Type	Est. Imp	Spend
Social Media (Facebook and Instagram)		45	Image		
AUD 1: California, People 18+, Who Match: Interests: California Department of Education, Employers: Teacher, U.S. Department of Health and Human Services, U.S. Department of Education, US Postal Service, Job title: Teacher, Professor, University Faculty Member, Government contractor, Industry: Healthcare and Medical Services, Community and Social Services or Education and Libraries, among others AUD 2: U.S., People 18+, Who Match: Employers: Teacher, U.S. Department of Health and Human Services, U.S. Department of Education, US Postal Service, Job title: Teacher, Professor, University Faculty Member, Government contractor, Industry: Healthcare and Medical Services, Community and Social Services or Education and Libraries, among					
Total Media		45	Image	1,417,519	\$6,000
PROJECT MANAGEMENT & CREATIVE PRODUCTION					
Media Project Management Hours					\$4,500
Static Creative Production					\$4,500
Total Project Management Costs					\$9,000
PRESS RELEASE					
Press Release: US1 National Newslne					\$2,500
Total Press Release Cost					\$2,500
Total Budget			Image	1,417,519	\$17,500

Tactics & Channels



Ad Type Social Media

Video Ad

Social media channels are a great audience reach extension tool. Facebook and Instagram have some of the most sophisticated and accurate audience targeting capabilities available. CPT will utilize advertising through Facebook’s Ads Manager platform. Ads will appear on a rotating basis with other advertising campaigns as a Sponsored Ad.

CPT will run a California-focused campaign and will optimize toward the highest-performing areas and audiences. Lookalike audiences will also be leveraged if eligible and available and are defined based on relevant audience data. Additionally, CPT will run a retargeting campaign that will target people who have visited the website but have not completed an action such as a form-fill or call, among others.



Ad Type Press Release

*Text/Legal
Notice*

To bolster the digital advertisement campaign efforts, CPT will disseminate a press release one time on PR Newswire US1 Newswire. The release will draw additional media attention and gain publicity as the release will contain sufficient information for any interested news organization or author to write a news story. The release may contain up to 400 words.

Creative

CPT takes a highly strategic, modern approach through industry-standard design trends and tools. Our team finds a balance between quality creative and the requirements of the class action notice.

The creative team will **provide 2+ creative options** for counsel to choose from, ensuring a match to the needs of both the case and the class member. Each design is created with the class action goal in mind, whether that's reach & frequency, claims filed, or simply class action awareness. Across popular media platforms, Ad Quality is an important metric we consider when providing creative design options. Ad quality is determined by each individual platform and impacts the cost, distribution, and results of a media campaign.

Disclaimer

While CPT researches and plans creative and copy around platform restrictions, guidelines are subject to change. Therefore, all imagery, video, and copy are subject to change in order to satisfy the rules and regulations imposed by the applicable platform. This includes, but is not limited to, character limitations, character restrictions, imagery restrictions, etc.



Campaign Creative Refresh

To optimize for conversions and create a sense of urgency, CPT will include creative refreshes periodically throughout the class action media campaign. Providing a fresh look and feel for the audience recaptures their attention and revitalizes impressions and conversion opportunities.

45-Day Campaign Creative Example

= Creative Flight 1

Develop awareness around the class action.

= Creative Flight 2

Showcase claims deadline to begin creating sense of urgency.

Month 1

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Month 2

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Ad Verification Overview

CPT utilizes various platforms and tools for ad verification. These tools allow CPT to ensure that ads serve correctly and are compliant with IAB/MRC ad verification guidelines. The steps taken to identify invalid traffic include: wrapping applied tags and advertiser tags, implementing these tags to platform channels, and monitoring ad verification data and benchmarks. This type of verification protects the integrity of online advertising by helping marketers serve ads that are tag compliant, displayed correctly in brand-safe locations, and deliver quality, targeted results.

Ad Tracking

Given the multi-media, multi-platform nature of this notice campaign, traffic to the website will be tracked using UTM (urchin tracking module) or other tracking methods to determine the source and origin of both session and claims data. Google Analytics will capture this information and will serve as a vital, data-driven tool to support decision making for all media optimizations.

Brand Safety

CPT utilizes site filtering and specific targeting to direct ads to reputable and premium inventory as well as to direct ads to avoid blacklisted publishers and inappropriate content categories. These measures support the success of the notice plan's reach, brand protection, and budget/KPI goals.

Analytics & Reporting

CPT will provide a monthly (or bi-weekly upon request) Google Looker Studio report reflecting KPI (Key Performance Indicator) pacing and progress throughout the campaign. KPIs for this campaign include impressions, site sessions, claims filed and engagement. All digital tactics will be included in the scheduled report(s).

The report will detail total media forecasted impressions, actual impressions, impression pacing, claims filed, and campaign engagement. These metrics will also be broken out for each individual tactic included in the report.

Additionally, a Google Analytics page will provide insights on Key Performance Indicators (KPIs) for this campaign, such as sessions and engagement by source, medium, channel, page, and region. In addition to the scheduled PDF report(s), report view and download access will be granted to approved parties via email addresses associated with a Google account, upon request.



EXHIBIT D

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

HEATHER HEATH, *et. al.*, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

KEENAN & ASSOCIATES, and Does 1 Through
20, Inclusive,

Defendant.

Case No. 24STCV03018

(Assigned to Hon. Kenneth R. Freeman)

[PROPOSED] JUDGMENT

On [date], the Court [granted] Plaintiffs' motion for final approval of the Settlement with Keenan & Associates and [granted] Plaintiffs' motion for a Fee and Expense Award and Class Representative Service Payments. Dkt. Nos. __, __.

The Court hereby enters final judgment in this case in accordance with the terms of the Settlement, Final Approval Order, and this Judgment. Exhibit 1 to the Final Approval Order lists the Settlement Class Members who timely and validly excluded themselves from the Settlement. Those persons are not bound by the Settlement Agreement.

Without affecting the finality of the Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction over the action and the Parties, including all Settlement Class Members, for purposes of enforcing and interpreting this Order and the Settlement.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____
Hon. Kenneth R. Freeman

EXHIBIT E

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL**

***Heather Heath, et al., v. Keenan & Associates,
Case No. 24STCV03018 (Los Angeles Superior Court)***

**If You Were Notified of a Data Security Incident that occurred at Keenan & Associates
Between August 21, 2023 and August 27, 2023,
A Class Action Settlement May Affect Your Rights.**

*The Superior Court for the State of California authorized this Notice.
Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer.
You are not being sued.*

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

*Para una notificación en Español, llamar 1-XXX-XXX-XXXX o visitar nuestro sitio web
www.keenanbreachsettlement.com*

A Settlement has been proposed in a class action lawsuit against Keenan & Associates (“Keenan” or “Defendant”) relating to a Data Security Incident that Keenan experienced between August 21, 2023 and August 27, 2023 when unauthorized users gained access to Keenan’s data systems. The files involved in the Data Security Incident included the following Personally Identifying Information: names, dates of birth, Social Security numbers, passport numbers, driver’s license numbers, health insurance information, and medical information, such as general health information. The Action alleges that Keenan was negligent or otherwise responsible in allowing the Data Security Incident to occur. The Parties have reached a Settlement to resolve the claims brought in the Action and to provide relief to Settlement Class Members.

If you received a notice from Keenan that your personal information may have been compromised as a result of the Data Security Incident, you are included in this Settlement as a “Class Member” and **you may be eligible to receive money from the Settlement.**

Under the Settlement, Keenan has agreed to establish a \$14 million Settlement Fund to pay for three years of credit monitoring and insurance services (“Credit Monitoring and Insurance Services” or “CMIS”). In addition to CMIS, the Settlement also permits Settlement Class Members to elect one of the following Settlement Payments, to be paid for from the Settlement Fund: (1) cash payments of up to \$10,000 per Class Member for reimbursement of certain Documented Losses; or (2) pro rata cash payments from the Settlement Fund (the “Cash Fund Payment”). The Settlement Fund will also be used to pay for the costs of the settlement administration, court-approved attorneys’ fees, litigation costs and expenses, and Service Payments for Class Representatives. In addition, Keenan has agreed to undertake certain remedial measures and enhanced security measures that it will continue to implement for a period of two years.

QUESTIONS? CALL 1-XXX-XXX-XXXX TOLL-FREE OR VISIT
WWW.KEENANBREACHSETTLEMENT.COM

The Court has already preliminarily approved the proposed Settlement and approved this notice. The Court has not yet decided whether to grant final settlement approval. Your legal rights are affected whether you act or do not act. You should read this Notice carefully.

Options	More information about each option
Submit a Claim Form Deadline: DATE	<p>You must submit a Claim Form to receive the benefits provided by the Settlement, including CMIS and <u>either</u> a Documented Loss payment <u>or</u> a Cash Fund Payment.</p> <p>If you submit a Claim Form, you will give up your right to sue Keenan in a separate lawsuit about the legal claims this Settlement resolves. You will be bound by this Settlement.</p>
Exclude Yourself From This Settlement Deadline: DATE	<p>You can exclude yourself from the Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Settlement Administrator in writing.</p> <p>If you opt-out of the Settlement, you will not receive a Settlement Payment. You will, however, preserve your right to personally sue or be part of a separate lawsuit against Keenan for the claims this Settlement resolves. If you file a Request for Exclusion, you cannot also submit a Claim Form as part of this Settlement.</p>
Object to or Comment on the Settlement Deadline: DATE	<p>You may object to the Settlement by writing to the Court about why you do not think the Settlement should be approved. You can also write the Court to provide comments or reasons why you support the Settlement.</p> <p>If you object, you may also submit a Claim Form to receive Settlement Benefits, but you will give up your right to sue Keenan in a separate lawsuit about the claims this Settlement resolves.</p>
Go to the Final Fairness Hearing DATE: DATE	<p>You may choose to attend and speak at the Final Fairness Hearing where the Court will hear arguments concerning approval of the Settlement. You are <u>not</u> required to attend the Final Fairness Hearing.</p>
Do Nothing	<p>If you do nothing, you will not receive the CMIS Settlement Benefit or any of the monetary Settlement Benefits, and you will give up your right to sue Keenan in a separate lawsuit for the claims this Settlement resolves.</p>

Your rights and options—**and the deadlines to exercise them**—are explained in this Notice.

The Court in charge of this case still has to decide whether to approve the Settlement. No Settlement Benefits or payments will be provided unless and until the Court approves the Settlement, and that order becomes final.

QUESTIONS? CALL 1-XXX-XXX-XXXX TOLL-FREE OR VISIT
WWW.KEENANBREACHSETTLEMENT.COM

Deciding what to do...

	Submit a Claim	Opt-out	Object	Do Nothing
Can I receive settlement money or benefits if I . . .	YES	NO	YES	NO
Am I bound by the terms of this lawsuit if I . . .	YES	NO	YES	YES
Can I pursue my own case if I . . .	NO	YES	NO	NO
Will the class lawyers represent me if I . . .	YES	NO	NO	YES

Deadlines may be amended, and you should check the Settlement Website periodically for updates at www.keenanbreachsettlement.com.

BASIC INFORMATION**1. Why did I get this Notice?**

A state court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all your rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Honorable Kenneth R. Freeman of the Los Angeles Superior Court is overseeing this class action. The case is known as *Heather Heath, et al., v. Keenan & Associates*, Case No. 24STCV03018 (Los Angeles Superior Court) (the “Action”). The people who filed this lawsuit are called the “Plaintiffs” and the company they sued that is a party to this Settlement, Keenan & Associates, is called the “Defendant.”

2. What is this lawsuit about?

Between August 21, 2023 and August 27, 2023, an unauthorized user accessed information relating to certain of Keenan’s customers, including names, dates of birth, Social Security numbers, passport numbers, driver’s license numbers, health insurance information, and medical information, such as general health information, in a Data Security Incident.

QUESTIONS? CALL 1-XXX-XXX-XXXX TOLL-FREE OR VISIT
WWW.KEENANBREACHSETTLEMENT.COM

The Plaintiffs claim that Defendant failed to adequately protect their Personally Identifying Information (PII) and that they were injured as a result. The Defendant, Keenan & Associates, denies any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing or that the law has been violated. Defendant denies these and all other claims made in the Action. By entering into the Settlement, the Defendant is not admitting that it did anything wrong.

3. Why is this a class action?

In a class action, one or more people called the Class Representatives sue on behalf of all people who have similar claims. Together all these people are called a Class or Class Members. One court resolves the issues for all Class Members, except for those Class Members who exclude themselves from the Class.

The Class Representatives in this case are Heather Heath, Brian Heinz, Robert Ruma, Matthew Rutledge, and Andrea Hans.

4. Why is there a Settlement?

The Class Representatives and Keenan do not agree about the claims made in this Action. The Action has not gone to trial and the Court has not decided in favor of the Class Representatives or Keenan. Instead, the Class Representatives and Keenan have agreed to settle the Action. The Class Representatives and the attorneys for the Class (“Class Counsel”) believe the Settlement is best for all Class Members because of the risks and uncertainty associated with continued litigation and the nature of the defenses raised by Keenan.

WHO IS INCLUDED IN THE SETTLEMENT

5. How do I know if I am part of the Settlement?

If you received Notice of this Settlement, you have been identified by the Settlement Administrator as a Class Member. More specifically, you are a Class Member, and you are affected by this Settlement, if you were notified by Keenan that your PII was or may have been affected in the Data Security Incident.

6. Are there certain individuals who are not included as Class Members in the Settlement?

Yes, the Settlement does not include: (1) the Judge(s) presiding over the Action, Class Counsel, and members of their families; (2) Keenan and its subsidiaries, parent companies, successors, predecessors, and any entity in which Keenan or its parents have a controlling interest, and its current or former officers and directors; (3) Persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded Persons.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Class Member, you may go to the Settlement website at www.keenanbreachsettlement.com, or call the Settlement Administrator’s toll-free number at 1-XXX-XXX-XXXX.

QUESTIONS? CALL 1-XXX-XXX-XXXX TOLL-FREE OR VISIT
WWW.KEENANBREACHSETTLEMENT.COM

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

The Settlement will provide Class Members with the opportunity to select and make a claim for three years (i.e., 36 months) of Credit Monitoring and Insurance Services (i.e., CMIS), and **one** of following cash Settlement Payments:

- Pro rata Cash Fund Payments in amounts to be determined in accordance with the terms of the Settlement; or
- Cash Payments of up to \$10,000 per Class Member for reimbursement of certain Documented Losses (“Documented Loss Payment”).

In addition, Keenan has agreed to take certain remedial measures and enhanced security measures as a result of this Action.

Please review Question 12 below very carefully for additional information regarding the order in which Settlement Benefits are paid from the Settlement Fund. This additional information may impact your decision as to which of the Settlement Benefit options is/are the best option for you.

9. Credit Monitoring and Insurance Services

You may elect to receive three years of Credit Monitoring and Insurance Services. The CMIS Settlement Benefit provides a way to protect yourself from unauthorized use of your PII. If you already have credit monitoring services, you may still sign up for this additional protection. The CMIS Settlement Benefits provided by this Settlement are separate from, and in addition to, the credit monitoring and identity resolution services offered by Keenan in response to the Data Security Incident to individuals who received a notice letter from Keenan. Class members who previously accepted Keenan’s credit monitoring and identity resolution services may choose to extend the start date for the CMIS benefits until after Keenan’s identity theft services expire. You are eligible to make a claim for the Credit Monitoring and Insurance Services being offered through this Settlement even if you did not sign up for the previous services.

Credit Monitoring and Insurance Services include the following benefits: (i) up to \$1 million of identity theft insurance coverage; and (ii) three bureau credit monitoring providing notice of changes to the Participating Settlement Class Member’s credit profile. The estimated retail value of the CMIS Settlement Benefit is \$972 per Settlement Class Member.

10. The Documented Loss Payment

In addition to the CMIS Settlement Benefit, and in the alternative to a Cash Fund Payment, you may elect to submit a Claim Form for reimbursement of Documented Losses. If you spent money remediating or addressing identity theft and fraud that was more likely than not related to the Data Security Incident, and was not reimbursed by insurance, or you spent money to protect yourself from future harm because of the Data Security Incident, you may make a claim for a Documented Loss Payment for reimbursement of up to \$10,000 in Documented Losses.

Documented Losses consist of unreimbursed losses incurred on or after August 21, 2023 that were related to identity theft and fraud and were more likely than not a result of the Data Security Incident. It also includes expenses related to Data Security Incident. For example, credit card or debit card cancellation or replacement fees, late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, credit-related costs associated with purchasing credit reports, credit monitoring or identity theft protection, costs to place a freeze or alert on credit reports, costs to replace a driver's license, state identification card, passport, Social Security number, professional services, and out-of-pocket expenses for notary, fax, postage, delivery, copying, mileage, and long-distance telephone charges. Other losses or costs related to the Data Security Incident that were not reimbursable through insurance may also be eligible for reimbursement. To protect the Settlement Fund and valid claims, all Claim Forms submitted seeking Settlement Payment for a Documented Loss will be carefully reviewed and scrutinized by the Settlement Administrator to determine if the claimed loss is more likely than not related to the Data Security Incident.

Claims for Documented Loss Payments must be supported by Reasonable Documentation. Reasonable Documentation means written documents supporting your claim, such as credit card statements, bank statements, invoices, telephone records, and receipts.

Individual cash payments, including Documented Loss Payments, may be reduced or increased pro rata depending on the number of Class Members that participate in the Settlement.

If you submit a Claim Form for a Documented Loss Payment and it is rejected by the Settlement Administrator and you do not correct it, your Claim Form will be considered a claim for a Cash Fund Payment.

11. The Cash Fund Payment

In addition to the CMIS Settlement Benefit, and **in the alternative** to a Documented Loss Payment claim, you may submit a claim to receive a pro rata cash Settlement Payment. This is the "Cash Fund Payment." The amount of the Cash Fund Payment will vary depending on the number of valid claims that are submitted. An estimated range for the Cash Fund Payment is \$226-\$27 for California Class Members who submit valid claims, and \$113-\$13 for all other Class Members who submit valid claims (assuming a 2% to 10% claims rate), but these are just estimates, not a guarantee. To receive a Cash Fund Payment, you must submit a completed Claim Form electing to receive a Cash Fund Payment.

You are not required to provide supporting documents with your Claim Form to receive a Cash Fund Payment. Individual Cash Fund Payments may be reduced or increased pro rata depending on the number of Class Members that participate in the Settlement and the amount of money that remains in the Cash Fund after payments of other Settlement Benefits and charges with priority for payment under the Settlement. *See* Question 12, below.

12. How Will Settlement Benefits be paid?

Before determining which Settlement Benefit options from the Settlement are best for you, it is important for you to understand how Settlement Payments will be made. Class counsel will seek reasonable attorneys' fees and costs not to exceed \$4,975,000, and Service Payments of \$2,000 to each of the Class Representatives will be deducted from the Settlement Fund before making payments to Class Members. The Court may award less than these amounts. The Settlement Fund will also pay for the reasonable costs associated with providing notice

of the Settlement and processing claim forms, as well as any applicable taxes. The remainder of the Settlement Fund will be distributed in the following order:

1. Credit Monitoring and Insurance Services claims will be paid first.
2. If money remains in the Settlement Fund after paying for the Credit Monitoring and Insurance Services, Documented Loss Payment claims will be paid second.
3. If money remains in the Settlement Fund after paying Credit Monitoring and Insurance Services claims and Documented Loss Payment claims, the amount of the Settlement Fund remaining will be used to create a “Post CM/DL Net Settlement Fund,” which will be used to pay all Cash Fund Payment claims. As stated in Question 11 above, those are an estimated range of \$226-\$27 for California Class Members who submit valid claims, and \$113-\$13 for all other Class Members who submit valid claims. This is just an estimate, not a guarantee, based on Class Counsel’s experience and belief.

13. Tell me more about Keenan’s remedial measures and enhanced security measures.

Keenan has completed an investigation into the cause and scope of the Data Security Incident and completed remediation of the vulnerabilities that allowed the Data Security Incident to occur. As a result of the Settlement, for a period of two years, Keenan has agreed to implement and maintain certain cyber security, data and privacy protocols, and deploy additional security measures.

14. What is the total value of the Settlement?

The Settlement provides a \$14,000,000 Settlement Fund, remedial actions taken by Keenan for the benefit of the Class valued at approximately \$2,500,000, and the value of any redeemed CMIS benefits. Any court-approved attorneys’ fees, costs, and expenses, Service Payments to the Class Representatives, taxes due on any interest earned by the Settlement Fund, if necessary, and any notice and settlement administration expenses will be paid out of the Settlement Fund, and the balance (“Net Settlement Fund”) will be used to pay for the above Settlement Benefits.

15. What am I giving up to get a Settlement benefit or stay in the Class?

Unless you exclude yourself, you are choosing to remain in the Class. If the Settlement is approved and becomes final, all the Court’s orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against Keenan about the legal issues in this Action, resolved by this Settlement and released by the Class Action Settlement Agreement and Release. The specific rights you are giving up are called Released Claims (*see* next question).

16. What are the Released Claims?

In exchange for the Settlement, Plaintiffs and Class Members (“Releasing Parties”) agree to release Keenan and all of its respective past, present, and future parent companies, partnerships, subsidiaries, affiliates, divisions, employees, servants, members, providers, partners, principals, directors, shareholders, and owners, and all of their respective attorneys, heirs, executors, administrators, insurers, coinsurers, reinsurers, joint ventures, personal representatives, predecessors, successors, transferees, trustees, and assigns, and includes, without limitation, any

Person related to any such entities who is, was, or could have been named as a defendant in the Action, as well as customers of Keenan's whose data was involved in the Data Security Incident ("Released Parties") from any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys' fees, costs, interest or expenses) that the Releasing Parties had or could have asserted in the Action (including, but not limited to, assigned claims), or in any other action or proceeding before any court, arbitrator(s), tribunal or administrative body (including but not limited to any state, local or federal regulatory body), regardless of whether the claims or causes of action are based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other source, and regardless of whether they are known or unknown, foreseen or unforeseen, suspected or unsuspected, or fixed or contingent, arising out of, or related or connected in any way with the claims or causes of action of every kind and description that were brought, alleged, argued, raised or asserted in any pleading or court filing in the Action, that arise out of or relate to the causes of action, allegations, practices, or conduct at issue in the Complaint related to Keenan, with respect to the Data Security Incident ("Released Claims"). The Released Claims are limited to only those that arose between February 3, 2024, and the date on which the Court enters the Preliminary Approval Order. The Release will not be effective for Class Members until 30 Days after the Effective Date.

"Effective Date" means one Business Day following the latest of: (i) the date upon which the time expires for filing or noticing any appeal of the Judgment; (ii) if there is an appeal or appeals, the date of completion, in a manner that finally affirms and leaves in place the Judgment without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari with respect to the Judgment.

The Released Claims do not include claims relating to the enforcement of the Settlement.

More information is provided in the Class Action Settlement Agreement and Release which is available at www.keenanbreachsettlement.com.

HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM

17. How do I make a claim for Settlement Benefits?

You must complete and submit a Claim Form by **XXXXX XX, 202X**. Claim Forms may be submitted online at www.keenanbreachsettlement.com or printed from the Settlement Website and mailed to the Settlement Administrator at the address on the Claim Form. Claim Forms could also be obtained from the Settlement Administrator (via email at keenanbreachsettlement@cptgroup.com, or mail to *Keenan & Associates Data Breach Settlement Administrator*, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606)

The quickest way to submit a claim is online. If you received a Notice by mail, use your Claim Number (Unique ID) to submit your Claim Form. If you lost or do not know your Claim Number (Unique ID), please email the Settlement Administrator at keenanbreachsettlement@cptgroup.com to obtain it.

QUESTIONS? CALL 1-XXX-XXX-XXXX TOLL-FREE OR VISIT
WWW.KEENANBREACHSETTLEMENT.COM

You may submit a claim for Credit Monitoring and Insurance Services and either a Cash Fund Payment or a Documented Loss Payment by submitting a Claim Form on the Settlement Website, or by downloading, printing, and completing a Claim Form, and mailing it to the Settlement Administrator.

You may submit a claim for CMIS and only one of the two cash Settlement Benefits: 1) a Cash Fund Payment, or 2) a Documented Loss Payment.

18. How do I make a claim for Credit Monitoring and Insurance Services?

To submit a claim for Credit Monitoring and Insurance Services, you must submit a valid Claim Form electing to receive Credit Monitoring and Insurance Services. To submit a claim for Credit Monitoring and Insurance Services, you may either complete a Claim Form on the Settlement Website or print and mail a completed Claim Form to the Settlement Administrator, on or before **XXXX XX, 202X**.

Instructions for filling out a claim for Credit Monitoring and Insurance Services are included on the Claim Form. You may access the Claim Form at www.keenanbreachsettlement.com.

The deadline to submit a claim for Credit Monitoring and Insurance Services is **XXXX XX, 202X**.

19. How do I make a claim for a Cash Fund Payment?

To submit a claim for a Cash Fund Payment, you must submit a valid Claim Form electing to receive the Cash Fund Payment. To submit a claim for a Cash Fund Payment, you may either complete a Claim Form on the Settlement Website or print and mail a completed Claim Form to the Settlement Administrator, on or before **XXXX XX, 202X**.

If you wish to receive your payment digitally, e.g., via PayPal, Venmo, instead of a check, simply provide your email address (optional) on the Claim Form where indicated. Anyone who submits a valid claim for Cash Fund Payment and does not elect to receive payment via PayPal, Venmo, or digital payment card, will receive their payment via regular check sent through U.S. Mail.

Instructions for filling out a claim for a Cash Fund Payment are included on the Claim Form. You may access the Claim Form at www.keenanbreachsettlement.com.

The deadline to submit a claim for a Cash Fund Payment is **XXXX XX, 202X**.

20. How do I make a claim for a Documented Loss Payment for reimbursement?

To submit a claim for a Documented Loss Payment of up to \$10,000 for reimbursement of Documented Losses, you must submit a valid Claim Form accompanied by Reasonable Documentation pursuant to the terms of the Settlement. To submit a claim for a Documented Loss Payment, you may either complete a Claim Form on the Settlement Website or print and mail a completed Claim Form to the Settlement Administrator, on or before **XXXX XX, 202X**.

The Claim Form requires that you sign the attestation regarding the information you provided and that you include Reasonable Documentation, such as credit card statements, bank statements, invoices, telephone records, and receipts.

If your claim for a Documented Loss Payment is rejected by the Settlement Administrator and you do not correct it, your claim for a Documented Loss Payment will instead be considered a claim for a Cash Fund Payment.

Instructions for filling out a claim for a Documented Loss Payment are included on the Claim Form. You may access the Claim Form at www.keenanbreachsettlement.com.

The deadline to submit a claim for a Documented Loss Payment is **XXXX XX, 202X**.

21. What happens if my contact information changes after I submit a Claim Form?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by sending an email to keenanbreachsettlement@cptgroup.com, or writing to:

Keenan & Associates Data Breach Settlement
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

22. When and how will I receive the Settlement Benefits I claim from the Settlement?

If you make a valid claim for Credit Monitoring and Insurance Services, the Settlement Administrator will send you information on how to activate your credit monitoring after the Settlement becomes final. If you received a notice in the mail, keep it in a safe place as you will need the unique Claim Number (Unique ID) provided on the Notice to activate your Credit Monitoring and Insurance Services.

Payment for valid claims for a Cash Fund Payment or a Documented Loss Payment will be provided by the Settlement Administrator after the Settlement is approved and becomes final. You may elect to receive payment for valid claims for a Cash Fund Payment or a Documented Loss Payment digitally (e.g., via PayPal, Venmo) instead of a check, by submitting your e-mail address with your Claim Form. Anyone who does not elect to receive payment digitally will receive their payment via regular check sent through U.S. Mail.

The approval process may take time. Please be patient and check www.keenanbreachsettlement.com for updates.

23. What happens if money remains after all the Settlement claims are paid?

None of the money in the \$14 million Settlement Fund will be paid back to Keenan. Any money left in the Settlement Fund after 150 days after the distribution of payments to Class Members will be distributed pro rata among all Class Members with approved claims, who cashed or deposited their initial check or received the Settlement proceeds through digital means, as long as the average payment amount is \$3 or more. If there is not enough money to provide qualifying Class Members with an additional \$3 payment, the remaining funds will be distributed to a non-profit organization, or “Non-Profit Residual Recipient.” The Non-Profit Residual Recipient is, subject to final court approval, the Alliance for Children’s Rights, a 26 U.S.C. § 501(c)(3) non-profit organization that is a qualified residual recipient pursuant to California Code of Civil Procedure Section 384(b).

QUESTIONS? CALL 1-XXX-XXX-XXXX TOLL-FREE OR VISIT
WWW.KEENANBREACHSETTLEMENT.COM

THE LAWYERS REPRESENTING YOU

24. Do I have a lawyer in this case?

Yes, the Court has appointed Tina Wolfson and Andrew W. Ferich of Ahdoot & Wolfson PC; Ryan Clarkson and Yana Hart of Clarkson Law Firm; Benjamin F. Johns and Samantha E. Holbrook of Shub & Johns LLC; and M. Anderson Berry and Gregory Haroutunian of Clayco C. Arnold, APC as Class Counsel to represent you and the Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this Action.

25. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award them reasonable attorneys' fees and litigation costs and expenses not to exceed \$4,975,000. They will also ask the Court to approve \$2,000 Service Payments to each of the Class Representatives for participating in this Action and for their efforts in achieving the Settlement. If awarded, these amounts will be deducted from the Settlement Fund before making payments to Class Members. The Court may award less than these amounts.

Class Counsel's application for attorneys' fees and expenses, and Class Representative Service Payments will be made available on the Settlement website at www.keenanbreachsettlement.com before the deadline for you to comment or object to the Settlement. You can request a copy of the application by contacting the Settlement Administrator at keenanbreachsettlement@cptgroup.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Class Member and want to keep any right you may have to sue or continue to sue Keenan on your own based on the claims raised in this Action or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from – or “opting out” of – the Settlement.

26. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must complete and sign a Request for Exclusion. The Request for Exclusion must be postmarked or received by the Settlement Administrator on or before the end of the Opt-Out Period. Requests for Exclusion must be submitted to the Settlement Administrator via US Mail. Requests for Exclusion must be in writing and must identify the case name *Heath, et al. v. Keenan & Assoc.*, 24STCV03018 (Los Angeles Superior Court); state the name, address and telephone number of the Settlement Class Members seeking exclusion; be physically signed by the Person(s) seeking exclusion; and must also contain a statement to the effect that “I/We hereby request to be excluded from the proposed Settlement Class in *Heath, et al. v. Keenan & Assoc.*, 24STCV03018 (Los Angeles County Superior Court).” Any Person who elects to request exclusion from the Settlement Class shall not (i) be bound by any orders or Judgment entered in the Action, (ii) be entitled to relief under this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to object to any aspect of this Agreement. No Person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs.

QUESTIONS? CALL 1-XXX-XXX-XXXX TOLL-FREE OR VISIT
WWW.KEENANBREACHSETTLEMENT.COM

The Request for Exclusion must be postmarked or received by the Settlement Administrator at the address below no later than **XXXX XX, 202X**:

Keenan & Associates Data Breach Settlement
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

You cannot exclude yourself by telephone, electronically, or by e-mail.

27. If I exclude myself, can I still get Credit Monitoring and Insurance Services, or a Settlement Payment?

No. If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You can only get Credit Monitoring and Insurance Services, or a cash Settlement Payment if you stay in the Settlement and submit a valid Claim Form.

28. If I do not exclude myself, can I sue Keenan for the same thing later?

No. If you don't exclude yourself, you give up any right to sue Keenan and Released Parties for the claims that this Settlement resolves. You must exclude yourself from this Action to start or continue with your own lawsuit or be part of any other lawsuit against Keenan or any of the Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECT TO OR COMMENT ON THE SETTLEMENT

29. How do I tell the Court that I do not like the Settlement?

You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no Settlement Payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed settlement must be in writing. Objections must be served via United States mail or e-mail to the Settlement Administrator, at the address listed in Question 35 below.

Your objection must include the following: (i) your full name, current mailing address, and telephone number; (ii) a signed statement that you believe yourself to be a member of the Settlement Class; (iii) whether the objection applies only to you as the objector, a subset of the Settlement Class, or the entire Settlement Class; (iv) the specific grounds for your objection; (v) all documents or writings that you desire the Court to consider; and (vi) a statement regarding whether you (or counsel of your choosing) intend to appear at the Fairness Hearing. All written objections must be postmarked no later than the Objection Deadline. If you fail to object as prescribed in this Notice and in the Settlement, you may be deemed to have waived your objections and you may forever be barred from making any such objections.

QUESTIONS? CALL 1-XXX-XXX-XXXX TOLL-FREE OR VISIT
WWW.KEENANBREACHSETTLEMENT.COM

Any written objection you wish to submit must be submitted or postmarked on or before **XXXX XX, 202X**. Notwithstanding the foregoing, you may be allowed to speak regarding your objection at the Fairness Hearing, even if you have not complied with these procedures, subject to the discretion of the presiding Judge.

30. What is the difference between objecting and requesting exclusion?

Objecting is telling the Court you do not like something about the Settlement. You can object only if you stay in the Class (that is, do not exclude yourself). Requesting exclusion is telling the Court you do not want to be part of the Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you. If you do not request exclusion, you may, if you so desire, enter an appearance through counsel.

THE FINAL FAIRNESS HEARING

31. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Fairness Hearing on **XXXX XX, 202X** at : **0** .m. before the Honorable Kenneth R. Freeman in Department 14 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012.

The date and time of the Final Fairness Hearing is subject to change without further notice to the Settlement Class. Class Members should monitor the Settlement Website or the Court's website (see Question 35) to confirm whether the date for the Final Fairness Hearing is changed.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will decide whether to approve: the Settlement; Class Counsel's application for attorneys' fees, costs, and expenses; and the Service Payments to the Class Representatives. If there are objections, the Court will consider them. The Court may also listen to people who have asked to speak at the hearing.

32. Do I have to come to the Final Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you submit your written objection on time the Court will consider it.

33. May I speak at the Final Fairness Hearing?

Yes. If you wish to attend and speak at the Final Fairness Hearing, you should indicate this in your written objection (*see* Question 29). If you plan to have your attorney speak for you at the Fairness Hearing, your objection should also include your attorney's name, address, and phone number.

IF YOU DO NOTHING

34. What happens if I do nothing at all?

If you are a Class Member and you do nothing, you will not receive any Settlement benefits. You will also give up certain rights, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit

against Keenan or any of the Released Parties about the legal issues in this Action and released by the Settlement Agreement.

GETTING MORE INFORMATION

35. How do I get more information?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the settlement, please see the Settlement Agreement available at www.keenanbreachsettlement.com, or by contacting Class Counsel or the Settlement Administrator (see below), by accessing the Superior Court website (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 24STCV03018, or by visiting the office of the Clerk, Superior Court of the State of California, County of Los Angeles, 312 North Spring Street, Los Angeles, CA 90012, between 9:00 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

If you have questions about the proposed Settlement or anything in this Notice, you may contact Class Counsel or the Settlement Administrator at:

Resource	Contact Information
Settlement Website	www.keenanbreachsettlement.com
Settlement Administrator	CPT Group, Inc. Keenan & Associates Data Breach Settlement c/o CPT Group, Inc. 50 Corporate Park Irvine, CA 92606 keenanbreachsettlement@cptgroup.com

QUESTIONS? CALL 1-XXX-XXX-XXXX TOLL-FREE OR VISIT
WWW.KEENANBREACHSETTLEMENT.COM

Your Lawyers	<p>Tina Wolfson Andrew W. Ferich AHDOOT & WOLFSON, PC c/o Keenan & Associates Data Breach Settlement 50 Corporate Park Irvine, CA 92606 keenanbreachsettlement@cptgroup.com</p> <p>Benjamin F. Johns Samantha E. Holbrook SHUB JOHNS & HOLBROOK LLP c/o Keenan & Associates Data Breach Settlement 50 Corporate Park Irvine, CA 92606 keenanbreachsettlement@cptgroup.com</p>	<p>Ryan Clarkson Yana Hart CLARKSON LAW FIRM, P.C c/o Keenan & Associates Data Breach Settlement 50 Corporate Park Irvine, CA 92606 keenanbreachsettlement@cptgroup.com</p> <p>M. Anderson Berry Gregory Haroutunian CLAYEO C. ARNOLD, APC c/o Keenan & Associates Data Breach Settlement 50 Corporate Park Irvine, CA 92606 keenanbreachsettlement@cptgroup.com</p>
---------------------	---	--

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS

QUESTIONS? CALL 1-XXX-XXX-XXXX TOLL-FREE OR VISIT
WWW.KEENANBREACHSETTLEMENT.COM

EXHIBIT F

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

HEATHER HEATH, *et. al.*, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

KEENAN & ASSOCIATES, and Does 1 Through
20, Inclusive,

Defendant.

Case No. 24STCV03018

(Assigned to Hon. Kenneth R. Freeman)

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
SETTLEMENT**

1 The Court has before it Plaintiffs Heather Heath, Brian Heinz, Robert Ruma, Matthew
2 Rutledge, and Andrea Hans' ("Class Representatives or "Plaintiffs") Motion for Preliminary
3 Approval of Class Action Settlement. Having reviewed the Motion for Preliminary Approval of
4 Class Action Settlement and Certification of Settlement Class; the Declarations of Class Counsel,
5 Plaintiffs, the Settlement Administrator, and the Non-Profit Residual Recipient and the Parties'
6 settlement agreement (the "Settlement" or "SA"); having presided over a hearing on January 28,
7 2025; and good cause appearing, the Court finds and orders as follows:

8 1. The Court finds that the Settlement Agreement appears to be fair, adequate, and
9 reasonable and therefore meets the requirements for preliminary approval. The Court grants
10 preliminary approval of the Settlement Agreement and preliminarily certifies the Settlement Class¹
11 based upon the terms set forth in the Settlement Agreement between Plaintiffs and Defendant
12 Keenan & Associates ("Keenan" or "Defendant"), filed concurrently with Plaintiff's Motion for
13 Preliminary Approval of Class Action Settlement and Certification of Settlement Class. The Court
14 grants preliminary approval of the Settlement of this Action pursuant to California Rules of Court,
15 Rule 3.769(c).

16 2. The Settlement falls within the range of reasonableness of a settlement which could
17 ultimately be given final approval by this Court, and appears to be presumptively valid, subject
18 only to any objections that may be raised at the Fairness Hearing and final approval by this Court.
19 The Court notes that Defendant has agreed to provide the following compensation to all Class
20 Members who submit a valid claim: (i) three years of Credit Monitoring and Identity Theft
21 Insurance Services ("CMIS") (up to \$1 million of insurance coverage and three-bureau credit
22 monitoring); and (ii) one of the following Settlement Payments: (1) a cash payment of up to
23 \$10,000 for Documented Losses and/or expenditures more likely than not related to the Data
24 Security Incident (requires submission of Reasonable Documentation), or (2) a pro rata cash
25 payment, calculated in accordance with the terms of the Settlement Agreement (with a stepped up
26 payment to California residents because of the statutory claims available to them). Further, the

27
28 ¹ Unless otherwise indicated, all capitalized terms herein shall have the same meaning assigned
to them in the Settlement Agreement. (SA, Sec. 1, Definitions.).

1 Settlement provides: (i) significant injunctive relief and data privacy enhancements with a two
2 year commitment from Keenan, that will ensure Keenan has adequate processes and procedures to
3 safeguard its customers' Personally Identifying Information and Personal Health Information in
4 the future; (ii) Class Representative service payments of \$2,000 for each Plaintiff, respectively;
5 and (iii) Class Counsel's attorneys' fees and litigation costs and expenses of up to \$4,975,000.

6 3. The Court preliminarily finds that the terms of the Settlement appear to be within the
7 range of possible approval, pursuant to California Code of Civil Procedure § 382 and applicable
8 law. The Court finds on a preliminary basis that: (1) the settlement amount is fair and reasonable
9 to the Settlement Class Members, when balanced against the probable outcome of further litigation
10 relating to class certification, liability and damages issues, and potential appeals; (2) significant
11 formal and informal discovery, investigation, research, and litigation has been conducted such that
12 counsel for the Parties at this time are able to reasonably evaluate their respective positions; (3)
13 settlement at this time will avoid substantial costs, delay, and risks that would be presented by the
14 further prosecution of the litigation; and (4) the Settlement has been reached as the result of
15 intensive, serious, and non-collusive negotiations between the Parties with the assistance of a well-
16 respected class action mediator. Accordingly, the Court preliminarily finds that the Settlement
17 Agreement was entered into in good faith.

18 4. A Final Fairness Hearing on the question of whether the Settlement, attorneys' fees and
19 costs to Class Counsel, and the Class Representative Service Payments should be finally approved
20 as fair, reasonable, and adequate as to the Settlement Class Members is hereby set in accordance
21 with the schedule set forth below. Consideration of any application for an award of attorneys' fees,
22 costs, expenses, and Service Payments shall be separate from consideration of whether or not the
23 proposed Settlement should be approved, and from each other, and shall be embodied in separate
24 orders.

25 5. The Court provisionally certifies for settlement purposes the following class (the
26 "Settlement Class"): "all residents of the United States who were notified by Keenan that their PII
27 was or may have been affected in the Data Security Incident." Excluded from the Settlement Class
28 are: (1) the Judges presiding over the Action, Class Counsel, and members of their families; (2)

1 Keenan and its subsidiaries, parent companies, successors, predecessors, and any entity in which
2 Keenan or its parents, have a controlling interest, and its current or former officers and directors;
3 (3) Persons who properly execute and submit a Request for Exclusion prior to the expiration of the
4 Opt-Out Period; and (4) the successors or assigns of any such excluded Persons.

5 6. The Court finds, for settlement purposes only, that the Settlement Class meets the
6 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
7 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions of
8 law and fact that are common, or of general interest, to all Settlement Class Members, which
9 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the Settlement
10 Class Members; (4) Plaintiffs and Class Counsel will fairly and adequately protect the interests of
11 the Settlement Class Members; and (5) a class action is superior to other available methods for the
12 fair and efficient adjudication of the controversy.

13 7. The Court appoints as Class Representative, for settlement purposes only, Plaintiffs
14 Heather Heath, Brian Heinz, Robert Ruma Matthew Rutledge, and Andrea Hans.

15 8. The Court appoints, for settlement purposes only, Tina Wolfson and Andrew W. Ferich
16 of Ahdoot & Wolfson, PC, Ryan J. Clarkson and Yana Hart of Clarkson Law Firm, PC, M.
17 Anderson Berry and Gregory Haroutunian of Clayco C. Arnold, APC, and Benjamin F. Johns and
18 Samantha E. Holbrook of Shub Johns & Holbrook LLP, as Settlement Class Counsel.

19 9. The Court preliminarily finds that the Plaintiffs and Class Counsel fairly and adequately
20 represent and protect the interests of the absent Settlement Class Members in accordance with
21 Code Civ. Proc. § 382.

22 10. The Court appoints CPT Group, Inc. ("CPT") as the Settlement Administrator.

23 11. The Court approves, as to form and content: (1) the Settlement Class Notice Plan set
24 forth in the Declaration of Julie Green of CPT, Inc. filed in Support of the Unopposed Motion for
25 Preliminary Approval of Class Action Settlement; (2) the Long Form Notice, attached as Exhibit
26 E to the Settlement Agreement; (3) the Summary Notice, attached as Exhibits G(1) (Postcard) and
27 G(2) (Email Notice) to the Settlement Agreement; and (4) the Claim Form, attached as Exhibit A
28 to the Settlement Agreement.

1 12. The Court finds on a preliminary basis that the plan for distribution of notice to
2 Settlement Class Members (the “Notice Plan”) satisfies due process, provides the best notice
3 practicable under the circumstances, and shall constitute due and sufficient notice to all persons
4 entitled thereto, and the terms of the Settlement Agreement, and the Fairness Hearing, and
5 complies fully with the requirements of the California Rules of Court, the California Code of Civil
6 Procedure, the California Civil Code, the Constitution of the State of California, the United States
7 Constitution, and any other applicable law.

8 13. The Parties are ordered to carry out the Settlement according to the terms of the
9 Settlement Agreement.

10 14. With the exception of such proceedings as are necessary to implement, effectuate, and
11 grant final approval to the terms of the Settlement Agreement, all proceedings and litigation
12 deadlines are stayed in this Action and all Settlement Class Members are enjoined from
13 commencing or continuing any action or proceeding in any court or tribunal asserting any claims
14 encompassed by the Settlement Agreement pending decision on Final Approval of the Settlement,
15 unless the Settlement Class Member timely submits a valid Request for Exclusion as defined in
16 the Settlement Agreement.

17 15. The Court finds that the Notice Plan adequately informs members of the Settlement
18 Class of their right to exclude themselves from the Settlement Class so as not to be bound by the
19 terms of the Settlement Agreement.

20 16. Any member of the Class who elects to be excluded shall not be entitled to receive any
21 of the benefits of the Settlement Agreement, shall not be bound by the release of any claims
22 pursuant to the Settlement Agreement, and shall not be entitled to object to the Settlement
23 Agreement or appear at the Fairness Hearing. The names of all Persons timely submitting valid
24 Requests for Exclusion shall be provided to the Court.

25 17. Any Settlement Class Member who does not submit a valid Request for Exclusion as
26 forth by the Settlement shall not be excluded from the Settlement Class.

27 18. Any Settlement Class Member who is not excluded from the Settlement Class shall be
28 deemed to have released the Released Claims.

1 19. Service of all papers on counsel for the Parties shall be made as follows for Class
2 Counsel:

3 Tina Wolfson
4 Andrew W. Ferich
5 AHDOOT & WOLFSON P.C.
6 2600 W. Olive Avenue, Suite 500
Burbank, CA 91505

Ryan Clarkson
Yana Hart
CLARKSON LAW FIRM, P.C.
22525 Pacific Coast Highway
Malibu, CA 90265

7 Benjamin F. Johns
8 Samantha E. Holbrook
9 SHUB JOHNS &
10 HOLBROOK LLP
200 Barr Harbor Drive, Suite 400
Conshohocken, PA 19428

M. Anderson Berry
Gregory Haroutunian
CLAYEO C. ARNOLD, A
PROFESSIONAL CORPORATION
12100 Wilshire Blvd., 8th Flr.
Los Angeles, CA 90025

11 20. Any Settlement Class Member who is not excluded from the Settlement Class may
12 object to the Settlement. To validly object to the Settlement Agreement, an objecting class member
13 must mail or e-mail their objection to the Settlement Administrator, Class Counsel, and Keenan's
14 Counsel and include: (i) their full name, current mailing address, and telephone number; (ii) a
15 signed statement that they believe yourself to be a member of the Settlement Class; (iii) whether
16 the objection applies only to the them as the objector, a subset of the Settlement Class, or the entire
17 Settlement Class, (iv) the specific grounds for their objection; (v) all documents or writings that
18 they desire the Court to consider; and (vi) a statement regarding whether they (or counsel of their
19 choosing) intend to appear at the Fairness Hearing by the Objection Deadline.

20 21. The procedures and requirements for submitting objections in connection with the
21 Fairness Hearing are intended to ensure the efficient administration of justice and the orderly
22 presentation of any Class Member's objection to the Settlement Agreement, in accordance with
23 the due process rights of all Class Members.

24 22. The Claims Administrator shall post the Settlement and all related documents on the
25 Settlement Website. The Settlement shall include the approved class definition set forth in
26 Paragraph 3 above and the final notices and claim form.

27 23. In the event that the proposed Settlement is not approved by the Court, or in the event
28 that the Settlement becomes null and void pursuant to its terms, this Order and all orders entered

in connection therewith shall become null and void, shall be of no further force and effect, and shall not be used or referred to for any purposes whatsoever in this civil action or in any other case or controversy; in such event the Settlement and all negotiations and proceedings directly related thereto shall be deemed to be without prejudice to the rights of any and all of the Parties, who shall be restored to their respective positions as of the date and time immediately preceding the execution of the Settlement.

24. The Court orders the notice to be executed according to the schedule set out in the Settlement Agreement. The Court further orders the following schedule:

Event	Date
Last day for Defendant to provide Class List to the Settlement Administrator	5 calendar days after this Order granting preliminary approval of class action settlement
Notice Date (the date Settlement Administrator must commence Class Notice)	30 calendar days after this Order granting preliminary approval of class action settlement
Claims Deadline (deadline to submit Claim Forms)	90 calendar days after the Notice Date
Objection Deadline (filing deadline for Objections)	75 calendar days after the Notice Date
Exclusion Deadline (deadline to submit Opt-Outs)	75 calendar days after the Notice Date
Filing of Plaintiffs' Motion for Attorneys' Fees, Reimbursement of Expenses, and Service Payments	21 calendar days prior to the Objection / Exclusion Deadline
Filing of Plaintiffs' Motion for Final Approval	14 calendar days following the Objection / Exclusion Deadline
Final Fairness Hearing	_____, 2025 [Any date that is at least 135 days after the issuance of the Preliminary Approval Order]

25. The Court may, for good cause, extend any of the deadlines set forth in this Order without further notice to the Settlement Class Members. The Fairness Hearing may, from time to time and without further notice to the Settlement Class, be continued by order of the Court.

IT IS SO ORDERED.

Dated: _____

Hon. Kenneth R. Freeman

EXHIBIT G

Court Approved Legal Notice
Heather Heath, et. al., v. Keenan & Associates
Case No. 24STCV03018
Superior Court of California
County of Los Angeles

**As a Result of the KEENAN & ASSOC.
DATA SECURITY INCIDENT
SETTLEMENT, You Can Get a Cash
Payment, Plus Credit Monitoring and
Insurance Services to Protect Your
Information.**

This is not a solicitation from a lawyer.

**This Notice is a Summary. For more
information about the Settlement and
how to file a Claim Form visit or call:
www.keenanbreachsettlement.com
1-XXX-XXX-XXXX**

*Para una notificación en Español,
llamar 1-XXX-XXX-XXXX o visitar
nuestro sitio web*

www.keenanbreachsettlement.com

Keenan & Associates Data
Breach Settlement
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

«ScanString»

Postal Service: Please do not mark barcode

Confirmation Code: «Confirmation Code»
«FirstName» «LastName»
«Address1»
«Address2»
«City», «StateCd» «Zip»
«CountryCd»

Notice ID <<Notice ID>>

<<First Name>> <<Last Name>>

<<Address>>

Keenan Data Security Incident Claim Form

<<BARCODE>>

Complete this Claim Form if you wish to receive CMIS and/or the Cash Fund Payment. Visit www.keenanbreachsettlement.com to submit a claim for Documented Losses or to download a Claim Form to complete and submit by mail.

Credit Monitoring and Insurance Services ("CMIS")

☐ Check this box if you want to receive 3 years of CMIS. Provide your email address: _____

Pro Rata Cash Fund Payment

☐ Check this box if you also want to receive a pro rata Cash Fund Payment under the Settlement.

*If you are a Settlement Class Member, you may receive a cash payment from money remaining in the Settlement Fund after all claims are submitted. You do not need to suffer out-of-pocket losses to select this option. If you select this option, you cannot also select the Documented Loss payment option. **If you want to submit a claim for Documented Losses, visit the settlement website: www.keenanbreachsettlement.com.***

Select one of the following payment methods: *PayPal____ *Venmo____ *Virtual Prepaid Card____ Check ____ *

Please provide your email address or phone number associated with your PayPal or Venmo account, or email address for the Virtual Prepaid card: _____

By signing my name below, I declare under penalty of perjury under the laws of the State of California that the information included on this Claim Form for a pro rata Cash Fund Payment and/or Credit Monitoring and Insurance Services is true and accurate, and I certify that I am eligible to make a claim in this Settlement, and that I am completing this Claim Form to the best of my personal knowledge.

Signature: _____ Printed Name: _____ Date: _____

A proposed class action Settlement arising out of a Data Security Incident has been reached with Keenan & Associates (“Keenan”). Around August 21, 2023, Keenan experienced a cybersecurity attack that affected its computer systems (the “Data Security Incident”). A subsequent investigation determined that this Data Security Incident exposed personal identity information (“PII”) and personal health information (“PHI”) of certain individuals. Plaintiffs claim that Keenan did not adequately protect their personal information. Keenan denies any wrongdoing. No judgment or determination of wrongdoing has been made by the Court.

Who is Included? The Court decided that Class Members means all individuals who have been notified that their personal information was or may have been affected in the Data Security Incident. If you are receiving this Notice, you are a Class Member.

What does the Settlement Provide? The Settlement establishes a \$14,000,000 Settlement Fund to be used to pay valid claims for reimbursement of Documented Losses, Credit Monitoring and Insurance Services (“CMIS”), and pro rata Cash Fund Payments, including stepped up payments for California residents; costs of Notice and administration; Service Awards to the Class Representatives; and Attorneys’ Fees and Costs (not exceed \$4,975,000). Also, Keenan has agreed to undertake certain remedial measures and enhanced data security measures. All Claimants are eligible to elect three years of CMIS. In addition, Claimants may also select **one** of the following forms of monetary relief:

- **Documented Loss Payments** – reimbursement for certain Documented Losses, i.e., money spent or lost, that more likely than not resulted from the Keenan Data Security Incident (up to \$10,000); OR
- **Pro Rata Cash Fund Payments** – a pro rata cash payment from money remaining in the Settlement Fund after all claims are submitted. Individuals who are residents of California, or resided there on August 21, 2023, are entitled to a stepped up payment, adjustable on a pro rata basis.

How To Get Benefits: You must complete and file a Claim Form online or by mail postmarked by **DATE**, including required documentation. You can file your claim online at www.keenanbreachsettlement.com or download and submit by mail. You may also complete the enclosed tear-off Claim Form for CMIS and Cash Fund Payments *only*. Documented Losses claims must be submitted on the website or by mail.

Your Other Options. If you do not want to be legally bound by the Settlement, you must **exclude yourself** by **DATE**. If you do not exclude yourself, you will release any claims you may have against Keenan and Released Parties related to the Keenan Data Security Incident, as more fully described in the Settlement Agreement, available at www.keenanbreachsettlement.com. If you do not exclude yourself, you may **object to the Settlement**. Visit the website for complete information on how to exclude yourself or object to the Settlement.

The Final Fairness Hearing. The Court has scheduled a hearing in this case for **DATE at TIME** in Courtroom **X** located at 312 North Spring Street, Los Angeles, CA 90012, to consider: whether to approve the Settlement, Service Awards, attorneys’ fees and expenses, as well as any objections. You or your attorney may attend and ask to appear at the hearing, but you are not required to do so.

Business
Reply
Mail

Keenan & Assoc. Data Breach Litigation
c/o Settlement Administrator
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

Email Notice

Court Approved Legal Notice

Heather Heath, et. al., v. Keenan & Associates
Case No. 24STCV03018
Superior Court of California
County of Los Angeles

**As a Result of the KEENAN & ASSOC. DATA
SECURITY INCIDENT SETTLEMENT, You Can
Get a Cash Payment, Plus Credit Monitoring
and Insurance Services to Protect Your
Information**

This is not a solicitation from a lawyer.

***This Notice is a Summary. For more information
about the Settlement and how to file a Claim
Form visit or call:***

www.keenanbreachsettlement.com
1-XXX-XXX-XXXX

*Para una notificación en Español, llamar
1-XXX-XXX-XXXX o visitar nuestro sitio web
www.keenanbreachsettlement.com*

Click here to file a claim by Month XX, 202X.

A proposed class action Settlement arising out of a Data Security Incident has been reached with Keenan & Associates (“Keenan”). Around August 21, 2023, Keenan experienced a cybersecurity attack that affected its computer systems (the “Data Security Incident”). A subsequent investigation determined that this Data Security Incident exposed personal identity information (“PII”) and personal health information (“PHI”) of certain individuals. Plaintiffs claim that Keenan did not adequately protect their personal information. Keenan denies any wrongdoing. No judgment or determination of wrongdoing has been made by the Court.

Who is Included? The Court decided that Class Members means all individuals who have been notified that their personal information was or may have been affected in the Data Security Incident. If you are receiving this Notice, you are a Class Member.

What does the Settlement Provide? The Settlement establishes a \$14,000,000 Settlement Fund to be used to pay valid claims for reimbursement of Documented Losses, Credit Monitoring and Insurance Services (“CMIS”), and pro rata Cash Fund Payments, including stepped up payments for California residents; costs of Notice

and administration; Service Awards to the Class Representatives; and Attorneys' Fees and Costs (not exceed \$4,975,000). Also, Keenan has agreed to undertake certain remedial measures and enhanced data security measures. All Claimants are eligible to elect three years of CMIS. In addition, Claimants may also select **one** of the following forms of monetary relief:

- **Documented Loss Payments** – reimbursement for certain Documented Losses, i.e., money spent or lost, that more likely than not resulted from the Keenan Data Security Incident (up to \$10,000); OR
- **Pro Rata Cash Fund Payments** – a pro rata cash payment from money remaining in the Settlement Fund after all claims are submitted. Individuals who are residents of California, or resided there on August 21, 2023, are entitled to a stepped up payment, adjustable on a pro rata basis.

How To Get Benefits: You must complete and file a Claim Form online or by mail postmarked by **DATE**, including required documentation. You can file your claim online at www.keenanbreachsettlement.com or download and submit by mail. You may also complete the enclosed tear-off Claim Form for CMIS and Cash Fund Payments *only*. Documented Losses claims must be submitted on the website or by mail.

Your Other Options. If you do not want to be legally bound by the Settlement, you must **exclude yourself** by **DATE**. If you do not exclude yourself, you will release any claims you may have against Keenan and Released Parties related to the Keenan Data Security Incident, as more fully described in the Settlement Agreement, available at www.keenanbreachsettlement.com. If you do not exclude yourself, you may **object to the Settlement**. Visit the website for complete information on how to exclude yourself or object to the Settlement.

The Final Fairness Hearing. The Court has scheduled a hearing in this case for **DATE at TIME** in Courtroom **X** located at 312 North Spring Street, Los Angeles, CA 90012, to consider: whether to approve the Settlement, Service Awards, attorneys' fees and expenses, as well as any objections. You or your attorney may attend and ask to appear at the hearing, but you are not required to do so.

Keenan & Associates Data
Breach Settlement
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
keenanbreachsettlement@cptgroup.com
Toll free telephone number: xxxxxxxxxxxxxxxxx

EXHIBIT H

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

HEATHER HEATH, *et. al.*, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

KEENAN & ASSOCIATEs, and Does 1 Through
20, Inclusive,

Defendant.

Case No. 24STCV03018

(Assigned to Hon. Kenneth R. Freeman)

**STIPULATED UNDERTAKING RE:
ATTORNEYS' FEES AND
EXPENSES IN CONNECTION
WITH PROPOSED CLASS ACTION
SETTLEMENT AND PROPOSED
ORDER**

1 Plaintiffs Heather Heath, Brian Heinz, Robert Ruma, Matthew Rutledge, and Andrea Hans
2 (“Plaintiffs”), and Keenan & Associates (“Defendant”) (collectively the “Parties”), by and through
3 their undersigned counsel stipulate and agree as follows:

4 WHEREAS, the Parties have entered into a Settlement Agreement in the above captioned
5 action to which this Stipulated Undertaking re: Attorneys’ Fees and Expenses in Connection with
6 Proposed Class Action Settlement and Proposed Order (“Stipulated Undertaking”) is Exhibit H.

7 WHEREAS, all capitalized terms used herein without definition shall have the same
8 meaning, force, and effect given to them in the Settlement Agreement.

9 WHEREAS, Class Counsel and their respective law firms desire to memorialize an
10 undertaking for the possible repayment of their share of any Fee and Expense Award, as may be
11 required by the Settlement Agreement and approved by the Court.

12 WHEREAS, the Parties agree that this Stipulated Undertaking is in the interests of all Parties
13 and in service of judicial economy and efficiency.

14 NOW, THEREFORE, each of the undersigned Class Counsel, on behalf of themselves as
15 individuals and as officers of their law firm, hereby submit themselves and their law firm to the
16 jurisdiction of the Court for the purpose of enforcing the provisions of this Stipulated Undertaking.

17 In the event the Final Approval Order and Final Judgment (or the order awarding any Fee
18 and Expense Award) is reversed or modified on appeal, in whole or in part, then within fifteen (15)
19 business days of after an order vacating or modifying the Final Approval Order and Final Judgment
20 becomes final, Class Counsel (or, as applicable, any and all successor(s) or assigns of their
21 respective firms) shall be liable for repayment to Defendant of their share return of any Fee and
22 Expense Award awarded by the Court.

23 In the event the Final Approval Order and Final Judgment is not reversed on appeal, in whole
24 or in part, but the Fee and Expense Award awarded by this Court are vacated or modified on appeal,
25 Class Counsel shall, within fifteen (15) business days after the order vacating or modifying the award
26 of the Fee and Expense Award becomes final, repay to the Settlement Fund, their share of attorneys’
27 fees and expenses paid from the Settlement Fund to Class Counsel in the amount vacated or modified.

Any action that may be required thereafter may be addressed to this Court on shortened notice, but not less than five (5) court days.

This Stipulated Undertaking and all obligations set forth herein shall expire upon the Effective Date.

In the event Class Counsel fails to repay to Defendant any attorneys' fees and costs that are owed pursuant to this Stipulated Undertaking, the Court shall, upon application of Defendant, and notice to Class Counsel, summarily issue orders, including but not limited to judgments and attachment orders against Class Counsel for their share of the unpaid sum.

The undersigned stipulate, warrant, and represent that they have express authority to enter into this stipulation, agreement, and undertaking on behalf of their respective law firms and client-parties to this action.

This Undertaking may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

The undersigned declare under penalty of perjury under the laws of the State of California and the United States that they have read and understand the foregoing, and that it is true and correct.

IT IS SO STIPULATED THROUGH COUNSEL OF RECORD:

DATED: November 8, 2024

CLARKSON LAW FIRM, P.C.

Ryan J. Clarkson
Yana Hart

DATED: November 8, 2024

AHDOOT & WOLFSON, PC

Tina Wolfson
Andrew W. Ferich

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DATED: November 8, 2024

SHUB & JOHNS LLC

Benjamin F. Johns
Samantha E. Holbrook

DATED: November 8, 2024

ARNOLD LAW FIRM

M. Anderson Berry
Gregory Haroutunian

Attorneys for Plaintiffs

DATED: November 8, 2024

JONES DAY

John A. Vogt
Ryan D. Ball
Matthew T. Billeci

Attorneys for Defendant

EXHIBIT 2



Ahdoot & Wolfson, PC (“AW”) is a nationally recognized law firm founded in 1998 that specializes in class action litigation, with a focus on privacy cases, unfair and anticompetitive business practices, consumer fraud, employee rights, defective products, antitrust, civil rights, and taxpayer rights and unfair practices by municipalities. The attorneys at AW are experienced litigators who have often been appointed by state and federal courts as lead class counsel, including in multidistrict litigation. In over 25 years of its successful existence, AW has vindicated the rights of millions of class members in protracted, complex litigation, conferring billions of dollars to the victims, and affecting real change in corporate behavior.

Privacy Class Actions

AW has been prosecuting cutting edge data privacy cases on behalf of consumers since the late 1990s. AW was among the first group of attorneys who successfully advocated for the privacy rights of millions of consumers against major financial institutions based on the unlawful compilation and sale of detailed personal financial data to third-party telemarketers without the consumers’ consent. While such practices later became the subject of Gramm-Leach-Bliley Act regulation, at the time AW was prosecuting these cases before the Hon. Richard R. Kramer, (Ret.) in the complex department of San Francisco Superior Court, such practices were novel and hidden from public scrutiny. AW’s work shed light on how corporations and institutions collect, store, and monetize mass data, leading to governmental regulation. AW has been at the forefront of data-related litigation since then.

In *Rivera v. Google LLC*, No. 2019-CH-00990 (Ill Cir. Ct.) (Hon. Anna M. Loftus), a class action arising from Google’s alleged illegal collection, storage, and use of the biometrics of individuals who appear in photographs uploaded to Google Photos in violation of the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.* (“BIPA”), AW achieved a settlement that establishes a \$100 million non-reversionary cash settlement fund and changes Google’s biometric privacy practices for the benefit of class members.

As co-lead counsel in the *Zoom Video Communications, Inc. Privacy Litigation*, No. 5:20-cv-02155 (N.D. Cal.) (Hon. Laurel Beeler), a nationwide class action alleging privacy violations from the collection of personal information through third-party software development kits and failure to provide end to end encryption, AW achieved an \$85 million nationwide class settlement that also included robust injunctive relief overhauling Zoom’s data collection and security practices.

As co-lead counsel in the *Experian Data Breach Litigation*, No. 8:15-cv-01592-AG-DFM (C.D. Cal.) (Hon. Andrew J. Guilford), which affected nearly 15 million class members, AW achieved a settlement conservatively valued at over \$150 million. Experian also provided robust injunctive relief. Judge Guilford praised counsel's efforts and efficiency in achieving the settlement, commenting "You folks have truly done a great job, both sides. I commend you."

As an invaluable member of a five-firm Plaintiffs' Steering Committee ("PSC") in the *Premiera Blue Cross Customer Data Sec. Breach Litigation*, No. 3:15-cv-02633-SI (D. Or.) (Hon. Michael H. Simon), arising from a data breach disclosing the sensitive personal and medical information of 11 million Premiera Blue Cross members, AW was instrumental in litigating the case through class certification and achieving a nationwide class settlement valued at \$74 million.

Similarly, in the *U.S. Office of Personnel Management Data Security Breach Litigation*, No. 1:15-mc-1394-ABJ (D.D.C.) (Hon. Amy Berman Jackson), AW, as a member of the PSC, briefed and argued, in part, the granted motions to dismiss based on standing, briefed in part the successful appeal to the D.C. Circuit, and had an important role in reaching a \$63 million settlement.

In *The Home Depot, Inc., Customer Data Sec. Breach Litigation*, No. 1:14-md-02583-TWT (N.D. Ga.) (Hon. Thomas W. Thrash Jr.), AW served on the consumer PSC and was instrumental in achieving a \$29 million settlement fund and robust injunctive relief for the consumer class.

AW's efforts have shaped data privacy law precedent. As lead counsel in *Remijas v. Neiman Marcus Group, LLC*, No. 14-cv-1735 (N.D. Ill.) (Hon. Sharon Johnson Coleman), AW's attorneys successfully appealed the trial court's order granting a motion to dismiss based on lack of Article III standing. The Seventh Circuit's groundbreaking opinion, now cited in every privacy case standing brief, was the first appellate decision to consider the issue of Article III standing in data breach cases in light of the Supreme Court's decision in *Clapper v. Amnesty International USA*, 568 U.S. 398 (2013) and concluded that data breach victims have standing to pursue claims based on the increased risk of identity theft and fraud, even before that theft or fraud materializes in out-of-pocket damages. *Remijas v. Neiman Marcus Group, LLC*, 794 F.3d 688 (7th Cir. 2015).

AW also currently serves on the PSC in *Am. Med. Collection Agency, Inc., Customer Data Sec. Breach Litigation*, No. 2:19-md-2904-MCA-MAH (D.N.J.) (Hon. Madeline Cox Arleo), a class action arising out of a medical data breach that disclosed the personal and financial information of over 20 million patients. AW has successfully resolved numerous other data breach class actions, including *In re Ambry Genetics Data Breach Litig.*, No. 8:20-cv-00791 (C.D. Cal.) (as court-appointed co-lead counsel, AW achieved a data breach settlement valued at over \$20 million, including a \$12.25 million common fund, for the benefit of over 225,000 class members).

Other Class Action Results

AW has achieved excellent results as lead counsel in numerous complex class actions.

In *Alvarez v. Sirius XM Radio Inc.*, No. 2:18-cv-08605-JVS-SS (C.D. Cal.) (Hon. James V. Selna), a breach of contract class action alleging that defendant did not honor its lifetime subscriptions, AW achieved a nationwide class action settlement conservatively valued at approximately \$420 million. The settlement extended the promised lifetime subscription for the lifetime of class members who have active accounts and provided the opportunity for class members with closed accounts to reactivate their accounts and enjoy a true lifetime subscription or recover \$100. The district court had granted the motion to compel arbitration on an individual basis, and AW appealed. AW reached the final deal points of the nationwide class action settlement minutes prior to oral argument in the Ninth Circuit.

In *Eck v. City of Los Angeles*, No. BC577028 (Cal. Super. Ct.) (Hon. Ann I. Jones), AW achieved a \$295 million class settlement in a case alleging that an 8% surcharge on Los Angeles electricity rates was an illegal tax. Final settlement approval was affirmed on appeal in October 2019.

As a member of the Plaintiffs' Executive Committee in the *Apple Inc. Device Performance Litigation*, No. 5:18-md-2827-EJD (N.D. Cal.) (Hon. Edward J. Davila), AW helped achieve a nationwide settlement of \$310 million minimum and \$500 million maximum. The case arose from Apple's alleged practice of deploying software updates to iPhones that deliberately degraded the devices' performance and battery life.

In the *Dental Supplies Antitrust Litigation*, No. 1:16-cv-00696-BMC-GRB (E.D.N.Y.) (Hon. Brian M. Cogan), a class action alleging an anticompetitive conspiracy among three dominant dental supply companies in the United States, AW served on the plaintiffs' counsel team that brought in an \$80 million cash settlement for the benefit of a class of approximately 200,000 dental practitioners, clinics, and laboratories.

In *Kirby v. McAfee, Inc.*, No. 5:14-cv-02475-EJD (N.D. Cal.) (Hon. Edward J. Davila), a case arising from McAfee's auto renewal and discount practices, AW and co-counsel achieved a settlement that made \$80 million available to the class and required McAfee to notify customers regarding auto-renewals at an undiscounted subscription price and change its policy regarding the past pricing it lists as a reference to any current discount.

In *Lavinsky v. City of Los Angeles*, No. BC542245 (Cal. Super. Ct.) (Hon. Ann I. Jones), a class action alleging the city unlawfully overcharged residents for utility taxes, AW certified the plaintiff class in litigation and achieved a \$51 million class settlement.

Current Noteworthy Leadership Roles

AW was appointed to serve as co-lead interim class counsel in the *Google Location History Litigation*, No. 5:18-cv-05062-EJD (N.D. Cal.) (Hon. Edward J. Davila), a consumer class action arising out of Google's allegedly unlawful collection and use of mobile device location information on all Android and iPhone devices. AW achieved approval of a \$62 million class settlement.

In the *Google Digital Advertising Antitrust Litigation*, No. 1:21-md-03010-PKC (S.D.N.Y.) (Hon. P. Kevin Castel), a class action alleging monopolization of the digital advertising market, AW is serving as court-appointed co-lead counsel on behalf of the advertiser class.

In *Klein v. Meta Platforms, Inc.*, No. 3:20-cv-08570-JD (N.D. Cal.) (Hon. James Donato), AW is serving on the Executive Committee for the digital advertiser plaintiff class in a class action alleging that Meta (formerly Facebook) engaged in anticompetitive conduct to stifle and/or acquire competition to inflate the cost of digital advertising on its social media platform. Many of the plaintiffs' claims recently survived a motion to dismiss and are in the process of amending their complaint.

AW serves on the Plaintiffs' Executive Committees in *Allergan Biocell Textured Breast Implant Products Liability Litigation*, No. 2:19-md-02921-BRM-JAD (D.N.J.) (Hon. Brian R. Martinotti), a class action alleging textured breast implants caused a rare type of lymphoma and in *ZF-TRW Airbag Control Units Products Liability Litigation*, No. 2:19-ml-02905-JAK-FFM (C.D. Cal.) (Hon. John A. Kronstadt), a class action alleging a dangerous defect in car airbag component units.

As part of the leadership team in *Novoa v. The Geo Group, Inc.*, No. 5:17-cv-02514-JGB-SHK (C.D. Cal.) (Hon. Jesus G. Bernal), AW certified a class of immigration detainees challenging private prison's alleged forced labor practices.

Attorney Profiles

Tina Wolfson graduated Harvard Law School *cum laude* in 1994. Ms. Wolfson began her civil litigation career at the Los Angeles office of Morrison & Foerster, LLP, where she defended major corporations in complex actions and represented indigent individuals in immigration and deportation trials as part of the firm's *pro bono* practice. She then gained further invaluable litigation and trial experience at a boutique firm, focusing on representing plaintiffs on a contingency basis in civil rights and employee rights cases. Since co-founding AW in 1998, Ms. Wolfson has led numerous class actions to successful results. Ms. Wolfson is a member of the California, New York and District of Columbia Bars.

Ms. Wolfson is currently serving as a Ninth Circuit Representative for the Central District of California, an at-large member of the Ninth Circuit Conference Executive Committee, and on the Central District's Merit Selection Panel. Ms. Wolfson also serves as Vice President of the Federal Litigation Section of the Federal Bar Association, as a member of the American Business Trial Lawyer Association, as a participant at the Duke Law School Conferences and the Institute for the Advancement of the American Legal System, and on the Board of Public Justice.

Recognized for her deep class action experience, Ms. Wolfson frequently lectures on numerous class action topics across the country. She is a guest lecturer on class actions at the University of California at Irvine Law School. Her recent notable speaking engagements include:

- Class Action Mastery Forum at the University of San Diego School of Law (Preliminary and Final Settlement Approvals and Objectors) March 2023, featuring Hon. Cathy A. Bencivengo and Hon. Fernando M. Olguin.
- Class Action Mastery Forum at the University of San Diego School of Law (Consumer Class Actions Roundtable) March 2020, featuring Hon. Lucy H. Koh, Hon. Edward M. Chen, and Hon. Fernando M. Olguin.
- Class Action Mastery Forum at the University of San Diego School of Law (Data Breach/Privacy Class Action Panel) January 16, 2019.
- Association of Business Trial Lawyers: “Navigating Class Action Settlement Negotiations and Court Approval: A Discussion with the Experts,” Los Angeles May 2017, featuring Hon. Philip S. Gutierrez and Hon. Jay C. Gandhi.
- CalBar Privacy Panel: “Privacy Law Symposium: Insider Views on Emerging Trends in Privacy Law Litigation and Enforcement Actions in California,” Los Angeles Mar. 2017 (Moderator), featuring Hon. Kim Dunning.
- American Conference Institute: “2nd Cross-Industry and Interdisciplinary Summit on Defending and Managing Complex Class Actions,” April 2016, New York: Class Action Mock Settlement Exercise featuring the Hon. Anthony J. Mohr.
- Federal Bar Association: N.D. Cal. Chapter “2016 Class Action Symposium,” San Francisco Dec. 2016 (Co-Chair), featuring Hon. Joseph F. Anderson, Jr. and Hon. Susan Y. Illston.
- Federal Bar Association: “The Future of Class Actions: Cutting Edge Topics in Class Action Litigation,” San Francisco Nov. 2015 (Co-Chair & Faculty), featuring Hon. Jon S. Tigar and Hon. Laurel Beeler.

Robert Ahdoot graduated from Pepperdine Law School *cum laude* in 1994, where he served as Literary Editor of the Pepperdine Law Review. Mr. Ahdoot clerked for the Honorable Paul Flynn at the California Court of Appeals, and then began his career as a civil litigator at the Los Angeles office of Mendes & Mount, LLP, where he defended large corporations and syndicates such as Lloyds of London in complex environmental and construction-related litigation as well as a variety of other matters. Since co-founding AW in 1998, Mr. Ahdoot had led numerous class actions to successful results. Recognized for his deep class action experience, Mr. Ahdoot frequently lectures on numerous class action topics across the country. His notable speaking engagements include:

- MassTorts Made Perfect: Speaker Conference, April 2019, Las Vegas: “Legal Fees: How Companies and Governments Charge The Public, and How You Can Fight Back.”
- HarrisMartin: Lumber Liquidators Flooring Litigation Conference, May 2015, Minneapolis: “Best Legal Claims and Defenses.”

- Bridgeport: 15th Annual Class Action Litigation Conference, September 2014, San Francisco: “The Scourge of the System: Serial Objectors.”
- Strafford Webinars: Crafting Class Settlement Notice Programs: Due Process, Reach, Claims Rates and More, February 2014: “Minimizing Court Scrutiny and Overcoming Objector Challenges.”
- Pincus: Wage & Hour and Consumer Class Actions for Newer Attorneys: The Do’s and Don’ts, January 2014, Los Angeles: “Current Uses for the 17200, the CLRA and PAGA.”
- Bridgeport: 2013 Class Action Litigation & Management Conference, August 2013, San Francisco: “Settlement Mechanics and Strategy.”

Theodore W. Maya graduated from UCLA Law School in 2002 after serving as Editor-in-Chief of the UCLA Law Review. From July 2003 to August 2004, Mr. Maya served as Law Clerk to the Honorable Gary Allen Feess in the United States District Court for the Central District of California. Mr. Maya was also a litigation associate in the Los Angeles offices of Kaye Scholer LLP for approximately eight years where he worked on a large variety of complex commercial litigation from inception through trial. Mr. Maya was named “Advocate of the Year” for 2007 by the Consumer Law Project of Public Counsel for successful pro bono representation of a victim of a large-scale equity fraud ring.

Bradley K. King is a member of the State Bars of California, New Jersey, New York, and the District of Columbia. He graduated from Pepperdine University School of Law in 2010, where he served as Associate Editor of the Pepperdine Law Review. He worked as a law clerk for the California Office of the Attorney General, Correctional Law Section in Los Angeles and was a certified law clerk for the Ventura County District Attorney’s Office. Mr. King began his legal career at a boutique civil rights law firm, gaining litigation experience in a wide variety of practice areas, including employment law, police misconduct, municipal contracts, criminal defense, and premises liability cases. During his nine-year career at AW, Mr. King has focused on consumer class actions, and data breach class actions in particular. He has extensive experience litigating consolidated and MDL class actions with AW serving in leadership roles, including numerous large data breach cases that have resulted in nationwide class settlements.

Henry Kelston graduated from New York University School of Law in 1978 and is a member of the New York and Connecticut Bars. Mr. Kelston has litigated a broad array of class actions for more than two decades, including actions challenging improperly charged bank fees, unauthorized collection of biometric data, and unlawful no-poach agreements among employers. He has been on the front lines in major data breach cases against companies such as Yahoo! and Facebook, and has represented consumers in class actions challenging food labeling practices, including the use of “natural” claims on products containing GMOs. His work in *In re Conagra Foods, Inc.*, contributed to a groundbreaking decision by the Ninth Circuit Court of Appeals, significantly strengthening the rights of consumers to bring class actions. Mr. Kelston is also a frequent speaker and CLE presenter

on electronic discovery, and a member of The Sedona Conference® Working Group 1 on Electronic Document Retention and Production.

Andrew W. Ferich is admitted to the bars of Pennsylvania, New Jersey, and the District of Columbia. Mr. Ferich received his law degree from Villanova University's Charles Widger School of Law in 2012, where he served as Executive Editor of the *Journal of Catholic Social Thought*. Mr. Ferich has significant experience in consumer protection, data privacy, ERISA/retirement plan, and whistleblower/*qui tam* litigation, and is one of the leading data privacy attorneys in the country. Before joining the plaintiffs' bar, Mr. Ferich was affiliated with an AmLaw 200 national litigation firm in its Philadelphia office where he focused his practice on commercial and financial services litigation. Mr. Ferich has represented a wide array of clients and has received numerous court-appointed leadership positions in large class actions. He possesses major jury trial experience and has assisted in litigating cases that have collectively resulted in hundreds of millions of dollars in settlement value in damages and injunctive relief for various classes and groups of people.

Christopher E. Stiner graduated from Duke University School of Law *cum laude* in 2007 and is a member of the California and New York Bars. Mr. Stiner began his legal career at the New York office of Milbank Tweed working on finance matters for some of the world's largest financial institutions. Several years later, Mr. Stiner transitioned to a litigation practice at the Los Angeles office of Katten Muchin, again representing large financial institutions and other corporate clients. Chris also worked as a clerk for the Honorable Thomas B. Donovan in the Central District of California Bankruptcy Court. In 2020, Mr. Stiner joined AW to pursue his desired focus on consumer class actions with a particular interest in consumer finance and banking matters.

Melissa Clark has represented plaintiffs in class actions for over 15 years, including in securities, privacy, consumer, and civil rights cases. She graduated from Tulane Law School in 2007, where she was a member of the Moot Court Board. In 2005, she was a visiting law student at UC Berkeley School of Law, where she served as an editor of the *California Law Review* and received High Honors in Securities and Class Action Litigation. Ms. Clark has litigated cases resulting in over \$1 billion in recoveries for class members, and has particular experience managing discovery in complex matters, having served on teams overseeing offensive discovery and ESI issues in the Equifax data breach litigation and Apple iPhone throttling litigation. She is a member of The Sedona Conference® Working Group 11 on Data Security and Privacy Liability, serving as an editor of the Sedona Conference's US Biometric Systems Privacy Primer and on the drafting team of its Online Tracking publication.

Alyssa Brown graduated from the University of Southern California, Gould School of Law in 2014 after serving as a chair of the International Refugee Assistance Project, as the Vice President of the Student Bar Association, and as a Graduate Student Government Senator. Ms. Brown has

been admitted to practice in the state of California since 2014. During that time, she has represented a wide array of clients, including consumers, small businesses, and healthcare professionals. Ms. Brown has extensive experience with handling complex cases in federal court, state court, and private arbitration. Ms. Brown's background is primarily in business litigation, with years of experience handling complex litigation. Her focus at Ahdoot Wolfson is on consumer class actions.

Deborah De Villa is an associate attorney at AW and a member of the State Bars of New York and California. She graduated from Pepperdine University School of Law in 2016, where she earned the CALI Excellence for the Future Award in immigration law, business planning and commercial law. During law school, Ms. De Villa completed internships at the Los Angeles District Attorney's Office, Hardcore Gangs Unit, and at the Supreme Court of the Philippines, Office of the Court Administrator. Born in the Philippines, Ms. De Villa moved to Florida at the age of sixteen to attend IMG Golf Academy as a full-time student-athlete. Ms. De Villa earned a scholarship to play NCAA Division 1 college golf at Texas Tech University, where she graduated *magna cum laude* with a Bachelor of Arts in Psychology and a minor in Legal Studies. Ms. De Villa has gained substantial experience litigating class actions with AW and focuses her practice on consumer protection and privacy class actions. She demonstrates leadership, a hard work ethic, and a commitment to excellence in all her endeavors.

Sarper Unal is an associate attorney at AW. Mr. Unal graduated from the University of California, Irvine School of Law in 2021. Prior to joining AW, Mr. Unal gained litigation experience in a class action firm in the District of Columbia focusing on employment discrimination cases. He also clerked for the Orange County Public Defender's Office and served as an intake coordinator at the Civil Rights Litigation Clinic during law school. At AW, Mr. Unal has contributed to the firm's efforts in privacy and antitrust class actions.

EXHIBIT 3

Clarkson

Firm Resume 2025

Malibu, CA

San Francisco, CA

San Diego, CA

Santa Barbara, CA

Washington, DC

Chicago, IL

Detroit, MI

New York, NY

Clarkson

CONTENTS

Table of Contents

Firm History and Background	4
Case Profiles	8
Our Team.....	15
Ryan J. Clarkson	16
Shireen M. Clarkson	17
Glenn A. Danas.....	18
Timothy K. Giordano.....	19
Tracey B. Cowan	20
Kristen G. Simplicio	21
Derek Brandt.....	22
Bahar Sodaify	23
Yana Hart.....	24
Celine Cohan.....	25
Brent A. Robinson.....	26
Bryan P. Thompson	27
Lauren Anderson	28
Zarrina Ozari.....	29
Jamie Mauhay Powers.....	30
Cassandra Rasmussen	31
Mark Richards	32
Tiara Avanness.....	33
Meg Berkowitz.....	34
Michael Boelter	35
Maxim Gorbunov	36
Roke Iko.....	37
Laura Older	38
Kate Bonifas.....	39
Cody Laux.....	40
Jay Zheng.....	41

We imagine a fair future for all people.



We curate, cultivate,
and champion cases to win justice
for real people.

Clarkson is a public interest law firm. We focus on class and mass actions that help create a fairer, equitable, and sustainable society for everyone.



Firm History and Background

Clarkson is a public interest law firm founded in 2014, headquartered in Malibu, California. We represent individuals, groups, small businesses, non-profits, and whistleblowers in state and federal court, at trial and appellate levels, in class action and collective action cases, throughout California, New York, and the United States. Our growth and success are fueled by a culture that attracts brilliantly innovative, diverse attorneys who are driven by a shared purpose. With a long list of wins and high impact settlements—from contested class certification motions and appointments as class counsel, to prosecuting extensive and complex false advertising actions—our track record speaks for itself.

Justice means more to us than just recovering monetary damages. The people we represent are an essential part of establishing precedents and policies that help protect countless others. Their participation makes society safer and fairer for everyone.

Making the future fair together.

Our work is about something bigger than winning rightful compensation. Each area of our practice is an opportunity to empower people. We see public interest cases as essential tools of democracy, offering representation and participation to people who would not otherwise have the ability and resources to tackle these issues on their own. Our partnerships with everyday citizens serve as a healthy check on power and drive meaningful change that makes society safer, freer, and fairer for all.

Artificial Intelligence • Appeals & Writs •
Sexual Assault • Fertility Negligence •
Employment • Mass Arbitration •
Whistleblowers • Data Privacy •
False Advertising • Mass Torts •
Antitrust • Environmental Sustainability



Judicial Praise for Clarkson Law Firm, P.C.

JUDICIAL PRAISE

“
”

I just wanted to say that both counsel [Glenn Danas for Plaintiff/Appellant, and Alan Schoenfeld of WilmerHale for Chase] did an exceptional job, and whatever they're paying you isn't enough.

Judge J. Clifford Wallace

During oral argument in *McShannock v. JP Morgan Chase Bank NA* (9th Cir. May 13, 2020)

“
”

It is clear to the Court that the Clarkson lawyers [Yana Hart and Ryan Clarkson] are experienced, knowledgeable, and competent; that they will zealously advocate on behalf of the class; and that they will dedicate substantial time and resources to litigating this action.

Honorable Michael W. Fitzgerald, United States District Judge

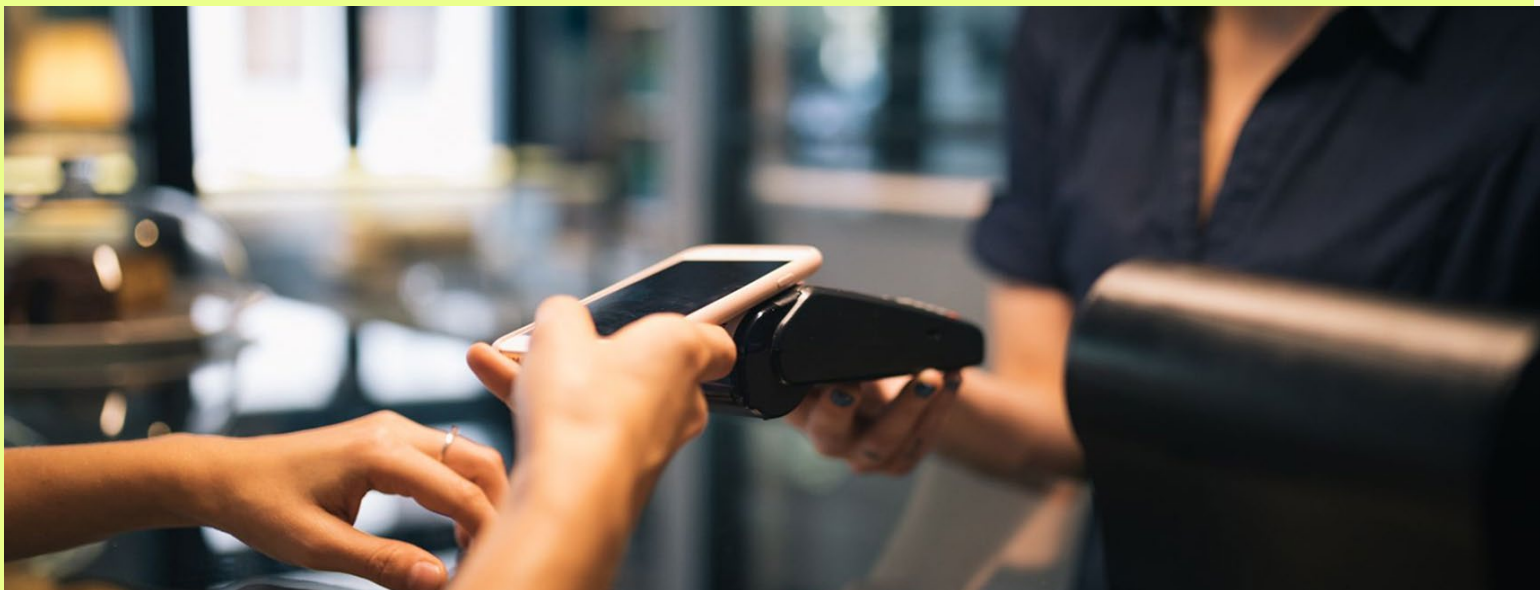
In *Gunaratna v. Dennis Gross Cosmetology LLC* (C.D. Cal, April 4, 2023)

“
”

This is the point at which I usually submit the matter. I feel instead I should applaud. I've been looking forward to this argument all week, because it's a difficult area for me, and an interesting one. Now, I'm not a big fan of difficult, I'm addicted to interesting, and your [Brent Robinson for Plaintiff/Appellant and Fermin Llaguno of Littler Mendelson P.C. for In-n-Out Burgers] performance today lived up to my expectations. I wish your clients were here to see how well you represented them today.

Hon. William W. Bedsworth (now Ret.)

At the close of oral argument in *Piplack v. In-n-Out Burgers* (2023) 88 Cal.App.5th 1281



Case Profiles

We have an active civil trial practice and track record of success, having won numerous contested class certification motions and appointments as class counsel, leading to significant class settlements, including the following: data breach and privacy actions, false and deceptive advertising class actions, and others.

DATA BREACH AND PRIVACY ACTIONS

The firm handles antitrust cases, class actions, and complex litigation in federal and state courts throughout the United States. Notable past and ongoing data privacy and breach cases include:

In Re: PowerSchool Holdings, Inc. and PowerSchool Group, LLC Customer Security Breach Litigation

No 3:25-md-03149-BEN-MSB (S.D. Cal June. 17, 2025)

Clarkson appointed to the Plaintiffs' Steering Committee in consolidated litigation involving massive data breach that affected over 50 million students and 10 million teachers. Out of the dozens of firms who applied for leadership, Clarkson was selected as one of the six firms chosen for the PSC.

In re Laboratory Services Cooperative Data Breach Litigation

No 2:25-cv-00685-BJR (W.D. Washington, June 6, 2025)

Clarkson appointed to the Plaintiffs' Steering Committee in consolidated medical data breach case.

Jines v. California Cryobank, LLC

No 2:25-cv-02611-MWC-KES (C.D. California, April 28, 2025)

Clarkson appointed as Interim Co-Lead Counsel in consolidated data breach class action against reproductive medical clinic.

G.E. v. STILLZY, Inc.,

No 2:25-cv-00490-GW-SSC (C.D. California, April 14, 2025)

Clarkson appointed as Interim Co-Lead Counsel in data breach affecting hundreds of thousands of customers.

Rouillard v. SAG-AFTRA Health Plan

No 2:24-cv-10503-MEMFJPR (C.D. Cal Dec. 5, 2024)

Clarkson appointed Interim Co-Lead Counsel in data breach class action involving loss of personal information and confidential health information. The case seeks to remedy the profound loss of privacy that occurred due to the breach of this extremely sensitive information.

Saeedy, et al., v. Microsoft Corporation

(County of King, WA 2024)

Clarkson and its co-counsel prevailed on a motion to compel arbitration in a case involving surreptitious tracking of millions of users' internet browsing activity.

Faulkner v. MoneyGram Payment Systems, Inc.,

No. 3:24-cv-02557-X (N.D. Texas Oct. 10, 2024)

Clarkson appointed to the Plaintiffs' Executive Committee in a consolidated action involving disclosure of sensitive information.

In re Dropbox Sign Data Breach Litigation,

No. 4:24-cv-02637-JSW (N.D. Cal. May 2, 2024)

Clarkson appointed Interim Co-Lead Counsel in a data breach case involving disclosure of sensitive and private information.

B.K., et al. v. Eisenhower Medical Center

No 5:23-cv-02092-JDB (C.D. Cal Oct. 12, 2023)

Clarkson appointed as Interim Co-Lead Counsel in a case involving the unauthorized transmission of confidential health information using online tracking technologies; preliminary approval granted on June 4, 2025.

C.M., et al. v. MarinHealth Medical Group, Inc.

No 3:23-cv-04179-WHO (N.D. Cal Aug. 16, 2023)

Clarkson successfully overcame a motion to dismiss on nearly all counts—with only one claim dismissed—in a case involving the misuse and unauthorized disclosure of confidential medical information. Clarkson's litigation efforts resulted in a class-wide settlement, which has been preliminary approved.

B.K. et. al. v. Desert Care Network, et. al.

Case No. 2:23-cv-5021 (C.D. Cal. June 23, 2023)

Clarkson filed a class action against major healthcare providers for the unauthorized disclosure of personally identifiable and protected health information to third parties, including to social media platforms like Facebook. The case seeks to hold medical institutions accountable for violating patient privacy and federal data protection laws. Clarkson's zealous advocacy resulted in the court's denial of motion to dismiss on the key claims.

Hall, et al. v. Los Angeles Unified School District

Case No. 23STCV04334, (Los Angeles Co. Sup. Ct. Feb. 28, 2023)

Clarkson filed a class action against LAUSD following a widespread data breach that compromised the sensitive personal, medical, and psychological records of minor students. The case seeks justice for affected families and aims to hold the district accountable for its failure to safeguard private student data. Clarkson obtained successful orders on demurrers as to both Defendants, allowing the key claims to proceed.

In Re: Samsung Customer Data Security Breach Litigation

Civil Action No. 23-md-3055 (CPO)(EAP) MDL No. 3055

Clarkson represented consumers in a nationwide class action against Samsung following a massive data breach involving millions of users' sensitive and confidential personal information. The case sought redress for privacy violations and inadequate data security measures by one of the world's largest tech companies.

Hasson v. Comcast Cable Communications, LLC

2:23-cv-05039-JMY (E.D. Pa. May 15, 2023)

Clarkson was appointed to the Plaintiffs' Steering Committee in a high-profile multidistrict litigation (MDL) concerning a major data breach, following a contested leadership motion briefing. This appointment reflects the firm's recognized experience in complex data privacy cases and its continued role in shaping national litigation strategy on behalf of affected individuals.

Baton v. Sas

Case No. 21017036, 2022 U.S. App. LEXIS 33183 (9th Cir. Dec. 1, 2022)

Clarkson successfully appealed a district court's erroneous dismissal of a data breach case on jurisdictional grounds. The Ninth Circuit's reversal marked an important precedent, reaffirming the rights of data breach victims to pursue justice in appropriate forums.

In Re: Tik Tok Inc., Consumer Privacy Litigation

MDL No. 2948

Clarkson successfully represented over four hundred of individual clients in a high-profile class action against TikTok, addressing the unauthorized transmission of private user data—including unpublished videos and images. The case underscores the firm's commitment to fighting invasive tech practices that exploit user privacy.

FALSE AND DECEPTIVE ADVERTISING CLASS ACTIONS

The firm represents consumers in false advertising and deceptive labeling class actions in both federal and state courts. Notable past and ongoing matters include cases challenging misleading claims about health, wellness, and personal care products.

Landsheft v. Apple, Inc.

Case No. 5:25-cv-02668 (N.D. Cal. March 19, 2025)

Clarkson appointed Interim Co-Lead Counsel in class action against Apple for allegedly false claims regarding the artificial intelligence capabilities of the iPhone 16. The case, which is ongoing, seeks to hold Apple accountable for falsely claiming its iPhone 16 would have “Apple Intelligence,” which would serve as a personal digital assistant, when it knew that the technology did not work.

Kandel, et al. v. Dr. Dennis Gross Skincare, LLC

Case No. 1:23-cv-01967-ER (S.D.N.Y. 2024)

Clarkson served as Class Counsel in a case involving false labeling claims against a major skincare brand. The firm secured final approval of a \$9.2 million settlement on behalf of a nationwide class, ensuring restitution for consumers misled by deceptive product representations.

Gunaratna, et al. v. Dr. Dennis Gross Skincare, LLC

Case No. 2:20-cv-02311-MWF-GJS

False, misleading, deceptive labeling and advertisement of products as containing “Collagen” when in fact the products did not contain collagen at all. Class certification granted and appointment of Clarkson Law Firm as Class Counsel by the Hon. Michael W. Fitzgerald on April 4, 2023.

Prescott v. Bayer Healthcare, LLC

Case No. 20-cv-00102-NC (N.D. Cal.)

In a class action concerning the false advertisement of products as “Mineral-based,” Clarkson was appointed Class Counsel and achieved final approval of a \$2.25 million nationwide settlement. The case reinforces the firm’s commitment to corporate accountability in consumer marketing.

Hezi, et al. v. Celsius Holdings, Inc.

Case No. 1:21-cv-09892-JHR (S.D.N.Y.)

False labeling and advertisement of products as having “No Preservatives.” Final approval of \$7.8 million nationwide settlement class was granted by Hon. Jennifer H. Rearden on April 5, 2023.

Swetz v. GSK Consumer Health

2021 U.S. Dist. LEXIS 227208 (S.D.N.Y. Nov. 22, 2021)

Clarkson represented consumers in a false labeling action over products promoted as “100% Natural” and “Clinically proven to curb cravings.” Acting as Class Counsel, the firm secured a \$6.5 million nationwide settlement approved by the court, addressing misleading health claims in advertising.

Thomas v. Nestle USA, Inc.

Los Angeles Superior Court, Case No. BC649863, 2020 Cal. Super. LEXIS 45291

Unlawful and deceptive packaging of box candy. Class certification granted and appointment of Clarkson Law Firm as Class Counsel by Hon. Daniel J. Buckley on April 29, 2020. Final approval of \$3.7 million nationwide class granted by Hon. Daniel J. Buckley on January 14, 2022.

Escobar v. Just Born, Inc.

Case No. 2:17-cv-01826-BRO-PJW (C.D. Cal.)

Unlawful and deceptive packaging of movie theater box candy; class certification granted and appointment of Clarkson Law Firm as Class Counsel by Hon. Judge Terry J. Hatter, Jr. on June 19, 2019.

Skinner v. Ken's Foods, Inc.

Santa Barbara Superior Court Case No. 18CV01618 (June 28, 2019)

Unlawful and deceptive packaging of salad dressing labels; \$403,364 in attorneys' fees and expenses awarded to Clarkson Law Firm because lawsuit deemed catalyst for Ken's label changes

Iglesias v. Ferrara Candy Co.

Case No. 3:17-cv-00849-VC (N.D. Cal.)

Obtained \$2.5 million nationwide class settlement in class action litigation over unlawful and deceptive packaging of movie theater box candy products. Clarkson Law Firm was appointed Class Counsel and final approval granted by the Hon. Vince Chhabria on October 31, 2018.

Tsuchiyama v. Taste of Nature

Los Angeles Superior Court, Case No. BC651252

Unlawful and deceptive packaging of movie theater box candy; notice of settlement and stipulation of dismissal entered pursuant to final approval of nationwide class in related case *Trentham v. Taste of Nature, Inc.*, Case No. 18PG-CV00751 granted on October 24, 2018.

Amiri, et al. v. My Pillow, Inc.

San Bernardino Superior Court, Case No. CIVDS1606479 (Feb. 26, 2018)

United States certified class action settlement against a global direct-to-consumer novelty goods company for false advertising and mislabeling of a pillow product as able to cure ailments before the Hon. Bryan Foster; final approved and Clarkson Law Firm appointed Class Counsel on February 26, 2018.

Garcia v. Iovate et al.

Santa Barbara Superior Court, Case No. 1402915.

Secured over \$10 million settlement in false labeling and advertising class action litigation of the popular "Hydroxycut" weight loss supplement; Clarkson Law Firm successfully intervened, and, along with the efforts of co-counsel, increased the size of the settlement by more than ten-fold.

Morales, et al. v. Kraft Foods Group, Inc.

2015 U.S. Dist. LEXIS 177918 (C.D. Cal. June 23, 2015)

California class action against the world's second largest food and beverage company for falsely advertising and mislabeling "natural" cheese, before the Hon. John D. Kronstadt; class certification and appointment of Clarkson Law Firm as Class Counsel granted on June 23, 2015.

OTHER NOTABLE CASES

The firm also handles select high-impact cases outside its core practice areas, often taking on complex litigation that sets important precedents. Other notable matters include:

Relevant Grp., LLC v. Nourmand

116 F.4th 917 (9th Cir. 2024)

Published affirmance of summary judgment in favor of real estate development company defending against civil RICO claims under First Amendment protection.

Galarsa v. Dolgen California, LLC

88 Cal. App. 5th 639 (2023)

One of the first published reversals following the United States Supreme Court's decision in *Viking River Cruises, Inc. v. Moriana*, 596 U.S. 639 (2022) to hold that employees do not lose standing to pursue non-individual PAGA claims after individual PAGA claims have been compelled to arbitration.

Woodworth v. Loma Linda Univ. Med. Ctr.

93 Cal. App. 5th 1038 (2023)

Published partial reversal of trial court's summary adjudication in favor of defendants for wage and hour claims, including unlawful rounding policies based on a computer-based timekeeping system.

Kisting-Leung v. Cigna Corp.

No. 2:23-cv-01477-DAD-CSK, 2025 U.S. Dist. LEXIS 61242, at *2 (E.D. Cal. Mar. 30, 2025)

Denying motion to dismiss for equitable relief under ERISA § 502(a)(3) and California Unfair Competition Law claim, in a case involving a use of predictive AI algorithms to deny extended care to patients.

Est. of Lokken v. UnitedHealth Grp., Inc.,

No. 23-3514 (JRT/DJF), 2025 U.S. Dist. LEXIS 27262, at *2 (D. Minn. Feb. 13, 2025)

Declining to dismiss claim that UnitedHealth breached contractual obligations by relying on AI instead of doctors to deny vital post-acute care for elderly and other patients.

Artificial Intelligence Cases

Mr. Clarkson is leading the charge globally against some of the largest corporations in the world for their use of volatile and inaccurate artificial intelligence tools in healthcare, technology, and other sectors.

Fluoroquinolone Antibiotic Cases

Mr. Clarkson was the first plaintiff attorney in the nation to represent individuals suffering from permanent nerve damage caused by fluoroquinolone antibiotics, including Levaquin, Cipro, and Avelox. He advocated for dozens of clients across the country in litigation against Johnson & Johnson and Bayer Pharmaceuticals.

AMICUS CURIAE CONTRIBUTIONS

Nat'l Pork Producers Council v. Ross

598 U.S. 356 (2023)

Authored amicus curiae brief on behalf of United States Senator Cory Booker opposing California's Proposition 12 and the use of "gestation crates" for female pigs whose meat is sold in California.

Twitter, Inc. v. Taamneh

598 U.S. 471 (2023)

Authored amicus curiae brief involving the narrowing of liability under counterterrorism statute on behalf of retired United States Generals who served in Iraq and Afghanistan.

Keebaugh v. Warner Bros. Ent. Inc.

100 F.4th 1005 (9th Cir. 2024)

Authored amicus curiae brief in support of consumer protection claims involving the use of dark patterns and marketing to mislead and induce consumers to consent to binding contractual provisions.

Oliver v. Navy Fed. Credit Union

No. 24-188 (4th Cir. 2024)

Authored amicus curiae brief in favor of granting Federal Rule of Civil Procedure 23(f) petition following denial of class certification involving discriminatory lending practices.

Allen v. Blackbaud, Inc.

No. 24-180 (4th Cir. 2024)

Authored amicus curiae brief in favor of granting Federal Rule of Civil Procedure 23(f) petition following denial of class certification involving cybersecurity consumer concerns.



Our Team

Our team shares an unwavering belief in the power of people coming together to stand for what is right and enabling change. A single story, a single action, can enable a sea change.



Practice Areas

Class Action, Mass Torts

Bar & Court Admissions

U.S. Supreme Court, State Bar of California, State Bar of New York, State Bar of Michigan, 9th Cir., 6th Cir., C.D. Cal., N.D. Cal., S.D. Cal., E.D. Cal., S.D.N.Y., E.D.N.Y., W.D. Mich., E.D. Mich.

Education

J.D., 2005, Michigan State University
School of Law, *summa cum laude*
B.A. in Political Science and Pre-Medical Studies, 1999,
University of Michigan at Ann Arbor

Ryan J. Clarkson

Managing Partner

Ryan Clarkson is the founder and managing partner of Clarkson. Motivated from an early age by a desire to deliver justice for the underserved, the underprivileged, and the underdog, Mr. Clarkson has prosecuted hundreds of consumer class actions involving fraudulent uses of artificial intelligence, defective pharmaceutical drugs and medical devices, greenwashing, illegal employment practices, cosmetics mislabeling, food misbranding, data breaches, and insurance carrier bad faith. He was the first attorney in the United States to pursue justice for victims of fluoroquinolone antibiotics who suffered permanent and disabling nerve damage. A force for accountability in how big corporations label, advertise, and market consumer goods, Mr. Clarkson has obtained the largest ever false advertising settlements involving fraudulent packaging, free-from food mislabeling, and false collagen cosmetics claims in U.S. history.

Mr. Clarkson is a frequent speaker and guest lecturer at class action law conferences, law schools, podcasts, and national media on a variety of legal issues from class and mass actions to artificial intelligence and technology, to law practice management.

Mr. Clarkson is a Director Emeritus for the Los Angeles Trial Lawyers Charities (LATLO), which provides food, clothing, shelter, and financial aid to underserved and marginalized communities. Mr. Clarkson also co-founded and serves on the board of directors of the Adam Clarkson Foundation, which supports the higher-education needs of children who have lost a parent.

Mr. Clarkson is proficient in French, Farsi, and Spanish.

Awards and Recognitions

2021-2025 Southern California Super Lawyers
2022 The National Trial Lawyers Top 100 - Civil Plaintiff





Practice Areas

Class Action, Mass Torts

Bar & Court Admissions

State Bar of California, 9th Cir., C.D. Cal., N.D. Cal., S.D. Cal., E.D. Cal.

Education

J.D., 2004, University of California, Hastings
College of the Law
B.A., 2000, University of California, Santa Barbara

Shireen M. Clarkson

Partner

Shireen is a partner and co-founder of Clarkson. She has over 20 years of experience as a civil litigator, having spent the majority of her career prosecuting consumer class actions and other multi-party litigations involving false advertising and labeling, unfair business practices, dangerous pharmaceutical drugs and medical devices, and defective products.

Her practice is focused on changing the unlawful conduct of some of the largest U.S. and global corporations throughout a variety of industries, including most notably, Big Food and Big Pharma within the United States. Shireen has earned numerous recognitions as lead counsel in various certified class action cases and other multi-party matters resulting in millions of dollars for consumers seeking redress, as well as policy changes that better serve the public.

Shireen has been an honorary board member of the Los Angeles Trial Lawyers Charities and strongly believes in giving back to one's community. She is engaged in volunteer efforts aimed at assisting under-privileged, under-served individuals and communities, and is also involved in local community efforts for children's education in Malibu where she resides.

OUR TEAM



Practice Areas

Appeals & Writs, Class Action, PAGA Litigation

Bar & Court Admissions

U.S. Supreme Court, State Bar of California, 1st Cir., 2d Cir., 3d Cir., 4th Cir., 8th Cir., 9th Cir., C.D. Cal., E.D. Cal., N.D. Cal., S.D. Cal., E.D. Mich., Judicial Panel Multi-District Litigation

Education

J.D., 2001, Emory University School of Law, with honors, Emory Law Journal Board Member
B.S. in Industrial and Labor Relations, 1998, Cornell University

Clerkships

Hon. U.W. Clemon, United States District Court for the Northern District of Alabama, 2001-2002



Glenn A. Danas

Partner

Mr. Danas is a partner at Clarkson Law Firm where he chairs both the Appellate and Employment departments. Prior to joining Clarkson, Mr. Danas was a partner at Robins Kaplan LLP in Los Angeles, where he worked on a range of appellate litigation matters across the country, mostly on the plaintiff's side. Before that, he was a partner at one of the largest wage and hour plaintiff's class action firms in California, where he became well known for having argued and won multiple cases in the California Supreme Court and the Ninth Circuit, including *Iskanian v. CLS Transportation*, 59 Cal. 4th 348 (2014), *McGill v. Citibank, N.A.*, 2 Cal. 5th 945 (2017), *Williams v. Super. Ct.* (Marshalls of CA, LLC), 3 Cal. 5th 531 (2017), *Gerard v. Orange Coast Memorial Medical Center*, 6 Cal. 5th 443 (2018), *Brown v. Cinemark USA, Inc.*, 705 F. App'x 644 (9th Cir. Dec. 7, 2017), and *Baumann v. Chase Investment Services Corp.*, 747 F.3d 1117 (9th Cir. 2014). Mr. Danas has argued over 59 appeals and briefed dozens more.

Awards and Recognitions

California Academy of Appellate Lawyers (elected 2024)
American Bar Foundation, Fellow
2023-2026 *The Best Lawyers in America*® for Appellate Practice
2021-2025 Lawdragon 500 Leading Plaintiff Employment & Civil Rights Lawyers
2024-2025 Super Lawyers Southern California
2015-2019, 2022-2024 Daily Journal: Top 75 Labor and Employment Attorneys
2017 The Daily Journal: Top 100 Attorneys in California
2022 The Daily Journal: "Top Verdicts and Appellate Reversals" (for published reversals in *Salazar v. Target* and *Salazar v. Wal-Mart*)
2017 The Daily Journal: "Top Verdicts and Appellate Reversals" (for winning *McGill v. Citibank*)
2015 California Lawyer Magazine: "California Lawyer Attorney of the Year (CLAY) Award"
2013 Daily Journal: "Top 20 Lawyer Under 40 in California"
2021 L.A. Business Journal: Leaders of Influence: Thriving in Their 40s

Certifications

Certified Appellate Law Specialist by the California Board of Legal Specialization and the California Bar Association (2021)



Practice Areas

Antitrust, Class Action, Civil Rights, Employment Law, Mass Arbitration, False Advertising

Bar & Court Admissions

State Bar of New Jersey, State Bar of New York, D.N.J., E.D.N.Y., N.D.N.Y., S.D.N.Y.

Education

J.D., 2001, Emory University School of Law, Graduated first in class

Timothy K. Giordano

Litigation Chair

Mr. Giordano is a partner at Clarkson, leveraging over fifteen years of complex litigation and trial experience in federal and state courts. Mr. Giordano focuses his practice on consumer and other class and collective actions in securities, antitrust, civil rights, and employment law.

Prior to joining Clarkson, Mr. Giordano worked at prominent defense firm Skadden, Arps; Slate, Meagher & Flom LLP; as well as leading media, technology, and financial data company, Bloomberg L.P., in New York City.

Mr. Giordano also served as a law clerk for the Honorable Frank M. Hull on the U.S. Court of Appeals for the Eleventh Circuit, counseling on a wide range of federal appellate matters.

Mr. Giordano is admitted to the State Bars of New York and New Jersey. He is also a member of the bars of the United States District Courts for the Southern and Eastern Districts of New York, and the District of New Jersey.

Mr. Giordano received his law degree from Emory University School of Law, where he graduated first in his class.

Mr. Giordano has taught communication and persuasion as an adjunct professor and has served on various fiduciary and advisory boards, including as a member of the executive committee of the American Conference on Diversity, a nonprofit dedicated to building more just and inclusive schools, communities, and workplaces. Additionally, he is chairman of the board at the College of Communication and Information at Florida State University.

Awards and Recognitions

2024-2025 Lawdragon 500 Leading Civil Rights & Plaintiff Employment Lawyers

OUR TEAM



Practice Areas

Fertility Negligence, Sexual Assault

Bar & Court Admissions

State Bar of California, 9th Cir., C.D. Cal., E.D. Cal., N.D. Cal., S.D. Cal.

Education

J.D., 2006, Northwestern University School of Law.
Volunteer mediator for the Cook County Court System

B.A. in Psychology and Sociology (double major),
2002, New York University, with honors

Tracey B. Cowan

Partner

Ms. Cowan is a partner at Clarkson and head of the firm's Fertility Negligence and Sexual Assault practice areas. At her prior firm, Ms. Cowan helped pioneer one of the first embryo loss practice groups in the country. She has served as counsel on many of the most publicized cases in this practice area, working closely with plaintiffs, witnesses, and experts to vindicate her clients' rights. Her work in this sphere spans the gamut from IVF clinic misconduct, product liability claims, switched embryo cases, to egg and embryo loss or destruction.

In her role as head of the firm's Sexual Assault practice, Ms. Cowan focuses on championing the rights of survivors. She has managed hundreds of cases involving sexual assault, harassment, trafficking, and exploitation across the country. Her experience ranges from rider and driver cases in the rideshare space, to cases against celebrities, to child sexual assault matters against major institutions and religious organizations. She feels passionately about amplifying voices of survivors and achieving justice for the most marginalized members of our society.

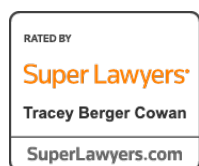
As an experienced litigator, Ms. Cowan has been quoted in dozens of national and international publications, including The New York Times, CNN.com, and Sing Tao USA. She has also made multiple television appearances regarding her cases, including on FOX, ABC, NBC, and CBS.

Awards and Recognitions

2025 Southern California Super Lawyers

2024-2025 Lawdragon 500 Leading Civil Rights & Plaintiff Employment Lawyers

Unity Award, Minority Bar Coalition for work with the Jewish Bar Association of San Francisco





Practice Areas

Class Action, Consumer Protection, Unfair and Deceptive Trade Practices, Debt Collection & Loan Servicing, RICO, Wage & Hour

Bar & Court Admissions

U.S. Supreme Court, Bar of the District of Columbia, State Bar of California, 1st Cir., 4th Cir., 9th Cir., 11th Cir., D.D.C., C.D. Cal., N.D. Cal., E.D. Cal.

Education

American University, Washington College of Law, J.D. 2007

McGill University, B.Comm, 1999

Kristen G. Simplicio

Partner

Kristen Simplicio is a partner at Clarkson. She has represented consumers and workers in a wide range of class action lawsuits arising under various state and federal laws. Prior to joining Clarkson in 2024, Ms. Simplicio worked at two consumer class action firms, spending five years at Tycko & Zavareei LLP in Washington, D.C., and ten years at Gutride Safer LLP in San Francisco.

Over the course of her career, Ms. Simplicio achieved a number of successes on behalf of consumers in the areas of false advertising and unfair debt collection practices. In particular, Ms. Simplicio has successfully sued loan servicers over junk fees charged to homeowners and students. She has also litigated a number of cases brought under the Racketeer Influenced and Corrupt Organizations Act.

Ms. Simplicio graduated cum laude from American University, Washington College of Law, in 2007. There, she served as Notes & Comments Editor on the Administrative Law Review. She obtained her bachelor's degree from McGill University in 1999.

She is a member of the American Association for Justice, National Association of Consumer Advocates, and Public Justice.

Awards and Recognitions

2023-2025 Washington, D.C. Super Lawyers





Practice Areas

Antitrust

Bar & Court Admissions

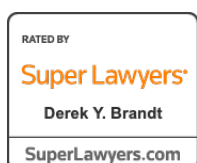
State Bar of Illinois, 2d Cir., 3d Cir., 6th Cir., 7th Cir., 9th Cir., 11th Cir., N.D. Ill., S.D. Ill., C.D. Ill., E.D. Mo., E.D. Mich., W.D. Pa., N.D. Tex.

Education

J.D., 1995, Indiana University Maurer School of Law
B.A., 1992 DePauw University

Professional Memberships

American Association for Justice
American Bar Association
Federal Bar Association
Illinois State Bar Association



Derek Brandt

Partner

Derek Brandt has spent decades litigating important disputes against some of the world's most powerful corporate and financial interests, regularly practicing in some of the most influential state and federal courts in America. His plaintiff-oriented practice focuses on competition, antitrust, and other commercial and consumer disputes, both on a class and individual basis.

Since 2017, Mr. Brandt has spearheaded groundbreaking antitrust litigation on behalf of restaurant workers challenging franchise chains' employee "no poaching" pacts, which suppress wages for low-income workers. After years of litigation, Mr. Brandt and his co-counsel team won an important endorsement of their theory, when the U.S. Court of Appeals for the Seventh Circuit vacated an adverse trial court judgment. See *Deslandes v. McDonald's USA, LLC*, 81 F.4th 669 (7th Cir. 2023). The Deslandes decision was listed as *Law360's* #1 Seventh Circuit Civil Opinion of 2023 and prompted various additional awards and recognitions. Mr. Brandt and his team previously prevailed in an earlier appeal addressing a different antitrust issue in another no-poaching case, *Arrington v. Burger King Worldwide*, 47 F.4th 1247 (11th Cir. 2022).

Mr. Brandt also serves as court-appointed Interim Liaison Counsel in *In Re Crop Inputs Antitrust Litigation* (MDL No. 2993, E.D. Mo.). His antitrust work includes representing commercial metals purchasers in a global price-fixing case against large investment banks and securing an eight-figure pre-trial settlement for a surgical device manufacturer in a Sherman Act "tying" case. He also litigates Lanham Act and unfair competition claims arising from seller conduct on popular consumer commerce platforms.

Awards and Recognitions

2024 American Antitrust Institute: Outstanding Antitrust Litigation Achievement in Private Practice for *Deslandes v. McDonald's USA, LLC*, 81 F.4th 699 (7th Cir. 2023)
Sept. 2023 *Law360* Legal Lion of the Week for *Deslandes v. McDonald's USA, LLC*, 81 F.4th 699 (7th Cir. 2023)
Sept. 2019 *Law360* Legal Lion of the Week for *Eastman Kodak Co. v. Goldman Sachs et al.*, 936 F.3d 86 (2d Cir. 2019)
2012-2025 Illinois Super Lawyers
2020 Illinois Top 100 Super Lawyer
2018-2024 *The Best Lawyers in America*® for Class Actions / Mass Torts



Practice Areas

Class Action, False Advertising

Bar & Court Admissions

State Bar of California, 9th Cir., C.D. Cal., N.D. Cal., S.D. Cal., E.D. Cal.

Education

J.D., 2012, Southwestern Law School
B.A., 2009, University of California, Los Angeles,
summa cum laude

Bahar Sodaify

Partner

Bahar is a partner at Clarkson, where her practice focuses on consumer class actions involving food labeling, cosmetics, and other consumer products. As one of the very first associates at Clarkson, Bahar has played an integral role in the firm's growth and continued success, helping to secure significant results for consumers—including victories in slack-fill litigation and other key areas of false advertising law.

Bahar has been appointed Class Counsel in numerous multimillion-dollar nationwide class action settlements, including the largest known class action lawsuit involving a "no preservatives" claim. In recognition of her expertise in the field, Bahar also serves on the Steering Committee for the Consumer Goods Litigation Forum.

Prior to joining Clarkson, Bahar was a litigation associate at a personal injury firm, where she was involved in all stages of litigation. She worked relentlessly to achieve justice for her clients, helping recover millions of dollars on their behalf, with a particular focus on representing minors injured in accidents.

Bahar earned her J.D. from Southwestern Law School in 2012, where she was a member of the *Journal of International Law* and *The Children's Rights Clinic*. She graduated *summa cum laude* from the University of California, Los Angeles in 2009 with a Bachelor of Arts degree. Bahar is fluent in Farsi.

OUR TEAM



Practice Areas

AI & Data Privacy, Class Action, Mass Torts

Bar & Court Admissions

U.S. Supreme Court, State Bar of California, State Bar of Florida, 9th Cir., D.D.C., C.D. Cal., N.D. Cal., S.D. Cal., E.D. Cal., N.D. Ill., E.D. Mich., W.D. Mich., S.D.N.Y., W.D. Wash.

Education

J.D., 2015, Thomas Jefferson School of Law, *summa cum laude*, valedictorian
B.S. in Business Administration, 2012, Cabrini University, *summa cum laude*



Yana Hart

Partner

Ms. Hart is a San Diego partner at Clarkson, who runs the firm's AI & Data Privacy Litigation practice. During her distinguished career, Ms. Hart has litigated hundreds of consumer protection cases, including class actions and complex individual matters. Her work has spanned key consumer statutes such as the California Invasion of Privacy Act Fair Debt Collection Practices Act, Fair Credit Reporting Act, Telephone Consumer Protection Act. She has extensive experience with key federal and California consumer statutes. Her work has resulted in numerous favorable rulings, which have been published in Lexis and Westlaw.

Ms. Hart has also contributed to the field through published legal scholarship on privacy and consumer protection. Her article, "The Impact of *Smith v. LoanMe* on My Right to Privacy Against Recording Telephone Conversations," was published in Gavel magazine by the Orange County Trial Lawyers Association in October 2020. Her article, "Stopping Collection Abuses in Medical Debt," appeared in Forum magazine, published by the Consumer Attorneys of California in March 2021.

Ms. Hart is admitted to the State Bars of California, Florida, and the District of Columbia, as well as all U.S. District Courts in California and the Ninth Circuit Court of Appeals.

Ms. Hart graduated *summa cum laude* from Cabrini College in 2012, with a Bachelor of Science in Business Administration. She earned her J.D. from Thomas Jefferson School of Law in 2015, where she was valedictorian of her class. After law school, Ms. Hart volunteered countless hours with various legal clinics, including the San Diego Small Claims Legal Advisory, El Cajon Legal Clinic, and San Diego Appellate Clinic.

Ms. Hart is fluent in Russian, conversational in ASL.

Awards and Recognitions

Lawyer Representative for the Southern District of California
2022-2025 Southern California Super Lawyers Rising Stars



Practice Areas

False Advertising

Bar & Court Admissions

State Bar of California, C.D. Cal., E.D. Cal., N.D. Cal.

Education

J.D., Loyola Law School, top 25% of class

B.S., Double major in Political Science and History,
University of California, Los Angeles

Celine Cohan

Partner

Ms. Cohan is a partner at Clarkson. Ms. Cohan focuses her practice on consumer class actions in the areas of food labeling, cosmetics, and other consumer products. Prior to joining Clarkson, Ms. Cohan was a litigation associate at a labor and employment firm where she successfully litigated wage and hour cases, discrimination, sexual harassment, and other employment related matters. Ms. Cohan is actively involved at all stages of litigation and fights vigorously against corporate wrongdoers helping to recover millions of dollars for her clients.

Ms. Cohan is admitted to the State Bar of California and the bars of the United States District Courts for the Central, Northern, and Eastern Districts of California.

Ms. Cohan graduated from Loyola Law School in 2011, where she graduated in the top 25% of her class. In 2008, Ms. Cohan graduated from University of California, Los Angeles, where she earned a B.A. in Political Science and History.



Practice Areas

Appeals & Writs

Bar & Court Admissions

State Bar of California, 9th Cir., N.D. Cal., C.D. Cal., E.D. Cal.

Education

J.D., 2012, University of San Francisco School of Law B.A. in English Literature, 2008, U.C. Santa Barbara

Brent A. Robinson

Counsel

Brent A. Robinson is counsel at Clarkson, where he litigates writs and appeals for the firm's clients, as well as clients outside the firm. Mr. Robinson spent the early years of his career fighting for the rights of mostly Spanish-speaking wage workers in San Francisco's Mission District, before prosecuting high-impact class and representative litigation to enforce the civil rights of California employees and consumers both in the trial courts and on appeal. His passion lies in helping improve the lives of his clients, and in changing the law and legal system for the better.

Mr. Robinson has argued over 15 appeals, writs, and review proceedings in California's appellate courts, where his work has established new law. See, *Piplack v. In-N-Out Burgers* (2023) 88 Cal.App.5th 1281; *Carroll v. City and County of San Francisco* (2019) 41 Cal.App.5th 805.

Mr. Robinson is an active member of the California Employment Lawyers Association, and serves on that organization's Reverse Auctions Panel, Wage & Hour Committee, and Legislative Committee. He is also active in seeking publication and depublication of appellate decisions to improve the state of decisional law. See, e.g., *Lewis v. Simplified Labor Staffing Solutions* (Cal. Supreme Ct. Case No. S278457) (request for depublication granted).

Brent is a member of the California State Bar and is admitted to the United States District Courts for the Northern, Central, and Eastern Districts of California.

Awards and Recognitions

2022-2023 Northern California Super Lawyers Rising Stars

Professional Memberships

California Employment Lawyers Association; Member, Amicus Committee, Reverse Auctions Panel, Wage & Hour Committee, and Legislative Committee





Practice Areas

AI & Data Privacy

Bar & Court Admissions

State Bar of California, State Bar of Illinois, 7th Cir., N.D. Cal., C.D. Cal., E.D. Cal., S.D. Cal., N.D. Ill., C.D. Ill., S.D. Ill., S.D. Ind., E.D. Wis., D. Neb., E.D. Mich.

Education

J.D., 2012, Northern Illinois University College of Law, *magna cum laude*
B.A. in Political Science, 2008, University of Illinois Urbana-Champaign

Bryan P. Thompson

Counsel

Bryan P. Thompson is Counsel at Clarkson. He focuses his practice on complex consumer class actions and data privacy litigation. With over a decade of legal experience spanning federal and state courts, he has built a reputation for delivering results in challenging, high-stakes cases.

Mr. Thompson's extensive background includes managing all stages of litigation, from legal research and drafting to depositions, hearings, and arbitration. He has successfully briefed appeals in state and federal appellate court and handled hundreds of cases involving state and federal consumer protection laws.

He is admitted to practice to the State Bar of California and Illinois and all federal courts in Illinois, the Northern, Central and Eastern District of California, Southern District of Indiana, Eastern District of Wisconsin, District of Nebraska, and the Seventh Circuit Court of Appeals. He also holds a certification as a Certified Information Privacy Professional (CIPP/US).

Mr. Thompson is active in contributing his time and expertise to bar associations, focusing on access to justice issues. He graduated *magna cum laude* from Northern Illinois University College of Law, where he was on Law Review, and graduated from University of Illinois Urbana-Champaign with a B.A. in Political Science.

Awards and Recognitions

2023-2025 Illinois Super Lawyers
2021-2022 Illinois Super Lawyers Rising Stars

Professional Memberships

National Associations of Consumer Advocates, Illinois State Chair, Board of Judiciary Committee and Ethics Committee
Illinois State Bar Association, Member of Information and Privacy Law Committee
Chicago Bar Association, Former Vice Chair and later Chair of Consumer Law Committee





Lauren Anderson

Senior Associate

Lauren Anderson is a senior associate attorney at Clarkson. Ms. Anderson's practice focuses on the origination and development of consumer protection claims involving falsely advertised food and beverage, personal care, and household products, with emphasis in greenwashing and products marketed for children.

Ms. Anderson earned her J.D. from University of Southern California Gould School of Law in 2019, and she graduated from the University of Pennsylvania in 2015 with a B.A. in English.

Practice Areas

False Advertising, Environmental Sustainability

Bar & Court Admissions

State Bar of California, N.D. Cal., E.D. Cal., C.D. Cal.

Education

J.D., 2019, University of Southern California Gould School of Law

B.A., 2015, University of Pennsylvania



Practice Areas

Antitrust, Class Action, Civil Rights, Employment Law

Bar & Court Admissions

State Bar of California, State Bar of New York, C.D. Cal., E.D. Cal., N.D. Cal., S.D.N.Y., N.D.N.Y., E.D.N.Y.

Education

L.L.M., 2017, The George Washington University Law School
B.A., 2010, Russian-Tajik University, top 5% of class



Zarrina Ozari

Senior Associate

Zarrina Ozari is a senior associate attorney at Clarkson. Ms. Ozari has extensive experience in employment law, including single-plaintiff and class action litigation. She has a proven track record of obtaining favorable results for her clients in discrimination, sexual harassment, and retaliation cases. Ms. Ozari also represents employees in wage and hour class action litigation. She handles all aspects of case management, from pre-litigation to trial. With a steadfast dedication to serving clients, Ms. Ozari holds individuals and employers accountable for their actions while ensuring her clients receive the maximum recovery available to them. In 2023, Ms. Ozari was honored as a “Rising Star” for her dedication to defending employees’ rights.

Prior to joining Clarkson, Ms. Ozari worked for prominent employment discrimination law firms in California and New York. During that time, she litigated employment discrimination matters and obtained numerous favorable results for her clients.

Ms. Ozari is admitted to the State Bars of California and New York, and the United States District Courts for the Central and Eastern Districts of California and the Eastern, Northern, and Southern Districts of New York.

Ms. Ozari earned her law degree in 2017 from The George Washington University Law School, and she graduated in the top 5 percent of her class from Russian-Tajik University in 2010 with her Bachelor of Arts.

Ms. Ozari is a member of the San Francisco Trial Lawyers Association and the California Women Lawyers Association.

Ms. Ozari is fluent in Russian. She is also currently learning Spanish.

Awards and Recognitions

2023-2025 Southern California Super Lawyers Rising Stars



Practice Areas

Fertility Negligence, Sexual Assault, Mass Torts

Bar & Court Admissions

State Bar of California, E.D. Cal., N.D. Cal.

Education

JD, 2019, Lincoln Law School of Sacramento,
magna cum laude

Jamie Mauhay Powers

Senior Associate

Jamie Mauhay Powers is a senior associate at Clarkson and joined the firm in 2025.

Before becoming a lawyer, Ms. Powers had a decade-long career in government, serving in various capacities within the California Legislature. Beginning as a Legislative Aide in the California Senate, she progressed to Legislative Director, and ultimately Chief of Staff in the California State Assembly.

Ms. Powers then transitioned to nonprofit advocacy, holding leadership roles at the Child Abuse Prevention Center and Head Start California, where she championed policies supporting vulnerable children and families at both the state and federal levels. Her passion for advocacy led her to law school, where she graduated *magna cum laude*, earning multiple academic achievement awards. After law school, she dedicated her practice to mass tort litigation, representing hundreds of clients against corporate and government entities.

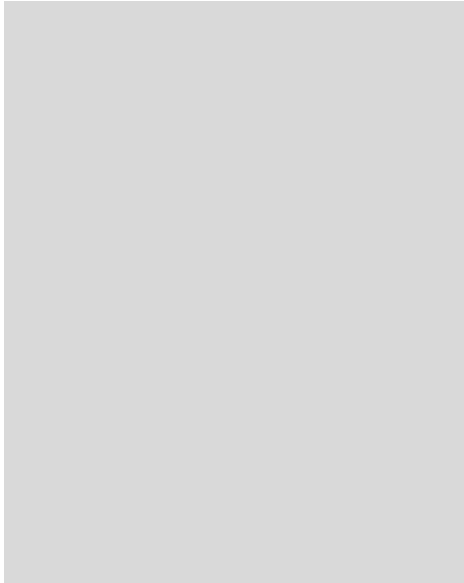
She currently supports Clarkson Law Firm's sexual assault and fertility negligence practice, leveraging her experience to hold institutions accountable and fight for survivors seeking justice.

Beyond her legal practice, Jamie is actively involved in the legal community and has received numerous recognitions, including The National Trial Lawyers "Top 40 Under 40 in Civil Litigation" (2023, 2024), and Super Lawyers® Rising StarsSM (2024). She has presented at national legal seminars, including the American Association for Justice (AAJ) Winter and Summer Conventions, and the National Trial Lawyers Summit, sharing insights on litigation strategies, ethics, and diversity in mass torts.

Awards and Recognitions

2023-2024 National Trial Lawyers: Top 40 Under 40 – Civil Litigation
2024 Northern California Super Lawyers Rising Stars





Practice Areas

False Advertising

Bar & Court Admissions

District of Columbia Bar, State Bar of Florida

Education

J.D., 2018, Harvard Law School

A.B. in History and Literature, 2013, Harvard, *cum laude*

Cassandra Rasmussen

Senior Associate

Cassie Rasmussen is a senior associate specializing in False Advertising litigation. Prior to joining Clarkson, Ms. Rasmussen served consumers as an attorney with the Federal Trade Commission in the Division of Advertising Practices. Ms. Rasmussen focused in particular on investigating and litigating false and misleading advertising cases related to health care products, substance use disorder treatment scams, and sponsorship disclosure obligations for influencers. Before the FTC, Ms. Rasmussen worked at King & Spalding, LLP in their FDA & Life Sciences Practice Group. During that time, Ms. Rasmussen also dedicated hundreds of hours to pro bono legal services in areas close to her heart, including the protection of domestic violence survivors, immigration and asylum seekers, LGBTQ equality, and voting rights. Ms. Rasmussen was awarded the D.C. Bar's "Pro Bono Lawyer of the Year" award in 2021 and the D.C. Volunteer Lawyer Project's "Protection Assistance Program Volunteer of the Year" in 2020 for her pro bono work in Washington, D.C.

Ms. Rasmussen has always been driven to be an advocate for justice. In law school, Ms. Rasmussen was heavily involved in the Harvard Law School International Human Rights Clinic, the Journal of Law and Gender, and other organizations focused on the public interest. She also interned for a summer with the Center for Science in the Public Interest, where she gleaned special insight into decades of history and current ongoing needs of consumer protection litigation and advocacy related to health and food. Prior to law school, Ms. Rasmussen volunteered as a Guardian ad Litem (CASA) for foster children, ensuring the children's voices were heard and respected.

Professional Memberships

Florida Bar Young Lawyers Division)



Practice Areas

Class Action, Consumer Protection, Product Liability, Product Defects

Bar & Court Admissions

State Bar of California, 6th Cir., 7th Cir., 9th Cir., C.D. Cal., S.D. Cal., N.D. Cal., E.D. Cal., E.D. Mich., N.D. Ill.

Education

J.D., 2017, University of California, Hastings College of the Law

B.A., 2013, University of California, Berkeley



Mark Richards

Senior Associate

Mark Richards is a senior associate attorney at Clarkson. Mr. Richards focuses his practice on consumer class actions, product liability, and automotive defect litigation. In recognition of his professional achievements in these practice areas, he was selected as a Southern California Rising Star in 2024 and 2025 by Super Lawyers, an honor bestowed upon only 2.5% of attorneys in Southern California.

During law school, Mr. Richards externed with the Honorable Jacqueline Scott Corley in the U.S. District Court, Northern District of California, and worked as a law clerk in the Corporate Fraud Section of the U.S. Attorney's Office.

Prior to joining Clarkson, Mr. Richards spent six years at McCune Law Group, APC, where he played a significant role in litigating many high-profile automotive defect class actions and product liability cases. His litigation efforts have resulted in numerous favorable settlements for consumers and several published decisions.

Mr. Richards is deeply committed to work that advances the well-being of society, which is evidenced by his involvement in various community organizations. He formerly served on the board of Inland Counties Legal Services, a non-profit organization providing pro bono legal services to indigent clients in California's Inland Empire. Currently, he serves as a board member for the Mira Costa Community College Foundation, working to advance educational opportunities for students in his hometown.

Awards and Recognitions

2024-2025 Southern California Super Lawyers Rising Stars

Professional Memberships

American Association for Justice (AAJ)

American Bar Association (ABA)

Attorneys Information Exchange Group (AIEG)

Consumer Attorneys of California (CAOC)



Tiara Avanness

Associate

Tiara Avanness is an Associate Attorney at Clarkson. Ms. Avanness' practice focuses on complex consumer class action claims arising from unfair business practices, deceptive marketing, and environmental harm.

Ms. Avanness is admitted to the State Bar of California and the bars of the United States District Courts for the Central and Northern Districts of California.

Ms. Avanness earned her law degree in 2021 from the University of Southern California Gould School of Law. While in law school, she was a member of the Hale Moot Court Honors Program, worked in the Medical-Legal Community Partnership Clinic, and secured a business law certificate with an emphasis in real estate. She was also a teaching assistant for Contract Drafting and Strategy, Corporate Governance, Health Law and Policy, and Regulatory Compliance. Ms. Avanness graduated with her Bachelor of Arts in Philosophy, Bachelor of Business in Business Administration, and minor in political science from the University of San Diego in 2018.

Practice Areas

Consumer Protection, Unfair and Deceptive Trade Practices

Bar & Court Admissions

State Bar of California, C.D. Cal., N.D. Cal.

Education

J.D., 2021, University of Southern California
Gould School of Law

Business Law Certificate with Emphasis
in Real Estate

B.A. in Philosophy and B.B.A. in Business Admin-
istration, with a minor in Political Science, 2018,
University of San Diego



Practice Areas

Class Action, False Advertising

Bar & Court Admissions

State Bar of California, C.D. Cal., N.D. Cal.

Education

J.D., New York University School of Law

B.A. in Global Studies with a Minor in French, University of California, Santa Barbara, Highest Honors

Meg Berkowitz

Associate

Meg Berkowitz is an associate attorney at Clarkson, primarily working on the pre-litigation development of false advertising cases. Equipped with a Juris Doctor from NYU School of Law and graduating with highest honors from UCSB, she brings a formidable blend of strong writing, analytical, and oral advocacy skills to her practice. Ms. Berkowitz works directly with clients to investigate claims against corporations that illegally exploit consumers for profit in a variety of industries.

Ms. Berkowitz's commitment to justice extends beyond corporate malfeasance. She is passionate about prisoners' rights and is actively involved in several of Clarkson's pro-bono initiatives, such as Homeboy Industries' mission to expunge records of formerly gang-involved individuals striving to rebuild their lives.

Ms. Berkowitz is fluent in French.



Practice Areas

Healthcare, AI, Class Action, Complex Litigation, Consumer Protection, Employment Law, Appeals & Writs

Bar & Court Admissions

State Bar of California, C.D. Cal., E.D. Cal., N.D. Cal.

Education

J.D., 2023, Pepperdine Caruso School of Law, *cum laude*

B.A., Philosophy, UC Berkeley

Michael Boelter

Associate

Michael Boelter is an associate attorney at Clarkson. Mr. Boelter's practice is focused primarily on healthcare and consumer litigation. His class action experience includes remedying the abuse of AI in healthcare, consumer protection and false advertising claims, complex litigation, and MDLs.

After receiving his B.A. in Philosophy from UC Berkeley, Mr. Boelter completed his Juris Doctor from Pepperdine Caruso School of Law, graduating *cum laude* in 2023. While at Pepperdine, Mr. Boelter served as an editor of the Pepperdine Law Review and obtained a certificate in entertainment, media, and sports. After his 1L year, Mr. Boelter joined Clarkson as a law clerk and has been steadfast in his defense of consumers' rights since.



Practice Areas

Class Action, Wage & Hour, PAGA Litigation

Bar & Court Admissions

State Bar of California, C.D. Cal., E.D. Cal., N.D. Cal., S.D. Cal.

Education

J.D. 2021, University of California, Hastings
B.A. in Cognitive Science, 2012, University of California, Irvine, Psychology Honors Program

Maxim Gorbunov

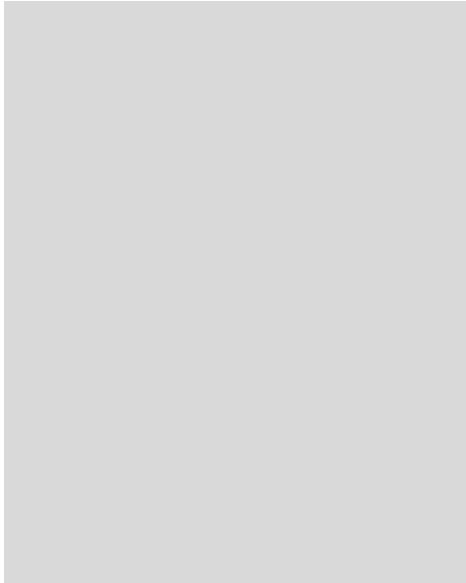
Associate

Maksim Gorbunov is an Associate specializing in Labor and Employment litigation with a focus on Wage and Hour Class actions and Private Attorneys General Act (PAGA) cases. With several years of experience in the legal field, he has been working tirelessly to make significant contributions to the pursuit of justice for his clients. Throughout his career, Mr. Gorbunov has achieved remarkable milestones including obtaining millions of dollars in settlements for workers. Prior to obtaining his law degree, Mr. Gorbunov studied psychology and the process of decision making in others, which he uses to apply effective approaches to litigate his cases.

Mr. Gorbunov values maintaining professional connections and staying engaged in with legal community. As such, he was heavily involved in University of California Hastings Moot Court as a competitor, student coach, and board member in law school. Now, as an attorney, Mr. Gorbunov is a member of the Los Angeles County Bar Association and California Employment Lawyers Association.

Professional Memberships

California Employment Lawyers Association (CELA)
Los Angeles County Bar Association (LACBA)



Practice Areas

Consumer Protection, False Advertising, Unfair Business Practices

Bar & Court Admissions

Bar of the District of Columbia

Education

J.D., 2021, Georgetown University Law Center
B.A., Washington University in St. Louis

Roke Iko

Associate

Roke is an associate attorney at Clarkson, committed to leveling the playing field between consumers and powerful corporations. Her practice focuses on consumer protection, false advertising, and unfair business practices.

Roke earned her Juris Doctor from Georgetown University Law Center, where she served as senior editor on the Georgetown Journal of International Law, worked as a research assistant for Caroline Fredrickson, former president of the American Constitution Society, served as a civil procedure tutor, and participated in an independent defense practicum, defending public defenders. She was also an active member of the Black Laws Students Association and RISE.

Roke completed her undergraduate degree at Washington University in St. Louis, earning a Bachelor of Arts in Anthropology with a Minor in Writing. Prior to law school, she spent several years advocating to improve health outcomes for underserved communities, including LGBT populations and individuals affected by HIV, addiction, and mental health challenges. This work fostered her commitment to public interest advocacy.

Before joining Clarkson, Roke spent several years at Morrison & Foerster, where she developed strong litigation skills that now inform her consumer protection practice and maintained an active pro bono practice.



Practice Areas

Class Action

Bar & Court Admissions

Bar of the District of Columbia, Commonwealth of Massachusetts, D.D.C., D. Mass

Education

J.D., 2020, Harvard Law School

B.A. in Theatre and Communications, 2015, Florida State University

Laura Older

Associate

Laura Older is an Associate Attorney at Clarkson. Ms. Older represents consumers and workers in a range of class action lawsuits arising under various state and federal laws concerning consumer protection and employment law. Drawing from her background in theatre, Ms. Older weaves compelling narratives that connect judges and jurors to her clients' stories and create a shared sense of understanding and empathy crucial to success.

Prior to joining Clarkson, Ms. Older litigated class actions at a national plaintiff's law firm and represented individual employees in workplace discrimination lawsuits. She served as an inaugural law clerk for the Honorable John D. Couriel on the Florida Supreme Court.

Ms. Older is admitted to the bars of the Commonwealth of Massachusetts and the District of Columbia, as well as the United States District Courts of Massachusetts and the District of Columbia

Ms. Older earned her Juris Doctor from Harvard Law School. There, Ms. Older served as an executive editor of the Journal of Law & Gender and president of Lambda, the school's LGBTQ affinity group. At Harvard, Ms. Older represented clients in the Domestic Violence and Family Law Clinic and interned at the ACLU of Florida and Planned Parenthood Foundation of America. Ms. Older received her B.A. in Theatre and Communications summa cum laude from the Florida State University, where she was on the American Mock Trial Association national championship-winning team.

Professional Memberships

National Association of Consumer Advocates

The National LGBTQ+ Bar Association



Practice Areas

Consumer Protection, Unfair Business Practices, Privacy

Bar & Court Admissions

State Bar of California

Education

J.D., 2024, California Western School of Law
B.S. in Sociology, double minor in Political Science and Nonprofit Administration, 2014, University of Oregon

Kate Bonifas

Junior Associate

Kate Bonifas is an associate attorney at Clarkson, working in multiple practice areas including privacy, unfair business practices, and consumer protection. Ms. Bonifas earned her Juris Doctor in 2024 from California Western School of Law (CWSL) and holds a bachelor's degree from the University of Oregon.

After receiving her bachelor's in sociology with a double minor in political science and nonprofit administration, Ms. Bonifas went into community engagement and nonprofit fundraising, working with various entities including the Eugene Symphony Association, the Neighborhood Economic Development Corporation, and Willamalane Park and Recreation District.

During her career in community engagement, Ms. Bonifas was appointed by Oregon Governor Kate Brown to the Lane Transit District (LTD) Board of Directors. While on the LTD Board, she represented LTD on regional, state, and national committees, and worked side by side with multiple agencies on large projects relating to infrastructure, transportation, city growth, business, and provided resources for community members in need.

Ms. Bonifas returned to school in 2021, seeking a law degree with one thing in mind: continuing her lifetime work of fighting for the underdog. While at CWSL, Ms. Bonifas earned a Distinguished Advocate award for her skills in appellate argument, received Awards of Excellence in multiple classes, earned high marks on the Dean's Honors List, and received awards for two of her scholarly writing articles titled "The California Racial Justice Act: an Exclusion of Immigrants" and "Look, Don't Touch: The Court and Sexual Deviance." She was also a teaching fellow for Torts, a research assistant for Professor Jessica Fink, interned with the San Diego Public Defender's Office, and interned with the California Innocence Coalition — where she helped pass three new laws through the California State Legislature.



Practice Areas

Class Action

Bar & Court Admissions

State Bar of California, C.D. Cal., E.D. Cal., S.D. Cal.

Education

J.D., UCLA School of Law

B.A., Stanford University

Cody Laux

Junior Associate

Cody Laux is an associate attorney at Clarkson, dedicated to trauma-informed and client-centered advocacy. She is passionate about vindicating the rights of disabled people, workers, and consumers and about advocating for the expansion of their legal protections. Ms. Laux focuses her litigation practice on class actions, consumer protection, disability discrimination, employment, mass torts.

Ms. Laux graduated from UCLA School of Law in 2024 and is a member of the David J. Epstein Program in Public Interest Law & Policy cohort. UCLA Law awarded Ms. Laux the Achievement Fellowship, a full tuition scholarship reserved for a small number of academically talented students who have also overcome adversity. While at UCLA Law, Ms. Laux specialized in Critical Race Theory, served as Articles Editor for the UCLA Journal of Gender & Law, was co-chair of the National Lawyers Guild, and participated in the Veteran's Legal Clinic.

Prior to UCLA Law, Ms. Laux attended Stanford University, where she received a Bachelor of Arts in American Studies, with a minor in Art Practice. During her undergraduate studies, Ms. Laux received the John Shively Fowler Award for Excellence in Photography, the Chappell Lougee Scholarship, and various awards for literary excellence.

Ms. Laux grew up system-impacted due to the incarceration of her primary caretakers and her placement in the foster care system. This background enables her to approach clients from a place of true empathy.



Practice Areas

False Advertising

Bar & Court Admissions

State Bar of California (February 2025 Exam Passed, Awaiting Admission)

State Bar of New York (July 2024 Exam Passed, Awaiting Admission)

Education

J.D., 2024, University of Southern California Gould School of Law

L.L.B, 2020, Tongji University

Jay Zheng

Junior Associate

Jiaming (Jay) Zheng is a junior associate attorney at Clarkson Law Firm. He focuses his practice on consumer protection class actions, particularly those involving false advertising and deceptive business practices under California Unfair Competition Law, California Consumer Legal Remedies Act, and California Automatic Renewal Law. Before joining Clarkson full-time, he supported the firm's litigation team as a summer associate and law clerk.

Mr. Zheng earned his J.D. from the USC Gould School of Law. While at USC Gould School of Law, he served as the Senior Submission Editor for the Southern California Review of Law and Social Justice. Prior to USC Gould School of Law, he earned an LL.B. from Tongji University in Shanghai. During his undergraduate studies, he represented Tongji University in both the Willem C. Vis East International Commercial Arbitration Moot and the CIETAC Cup International Commercial Arbitration Moot, receiving the Best Individual Oralist award in the latter.

Originally from Shanghai, Mr. Zheng brings a global perspective to the firm's practice. He is fluent in Mandarin.

Mr. Zheng passed the July 2024 New York Bar Exam and the February 2025 California Bar Exam. He is currently awaiting admissions in both states.

Represent more.

**CLK
KSN**

EXHIBIT 4



Arnold Law Firm Biography

Sacramento Office

865 Howe Avenue
Sacramento, CA 95825
916-777-7777
916.239.4778 (d)
415.595.3302 (c)

Los Angeles Office

12100 Wilshire Boulevard
Suite 800
Los Angeles, CA 90025
Phone: 747.777.7748

justice4you.com



Founded in 1975 by Clayeo C. Arnold, the Arnold Law Firm is a litigation-oriented practice with locations in Sacramento and Los Angeles, California. In keeping with its founding principles, our firm consciously works for the interests of individual people and small businesses — not for large corporations or insurance companies.

The Arnold Law Firm prosecutes class action, mass tort, *qui tam*, product defect, employment, and personal injury cases. We pride ourselves on being a practice of trial lawyers, typically trying a minimum of ten cases per year to verdict. In addition to our practice throughout the state of California in both state and federal courts, we also pursue class action, *qui tam* and multi-district litigation claims on a nationwide basis.

Our team of ten attorneys collectively encompass a broad and diverse professional background, including plaintiff contingency work, public entity representation, criminal defense, and civil defense. We have current and past board members of Capital City Trial Lawyers Association, as well as members of numerous prestigious professional organizations, including the American Board of Trial Advocates, American Association for Justice, Association of Trial Lawyers of America, Sacramento County Bar Association, and Consumer Attorneys of California.

Our firm's operating structure is comprised of multiple teams directed towards specific practice areas. These teams regularly and intentionally collaborate and exchange information between their practice areas to improve the quality of representation for all of our clients.



Arnold Law Firm Biography

(continued)

For over four decades the Arnold Law Firm has developed a respected and extensive network of co-counsel and experienced contract counsel to rapidly expand our capabilities as necessary on an *ad hoc* basis (e.g., document review). We employ a robust staff of highly qualified and experienced legal staff including assistants and paralegals to ensure that attorney time is spent in the most efficient manner possible.

The Arnold Law Firm employs technology to increase productivity thereby resulting in more efficient and effective legal representation and driving excellent results on behalf of its clients. Specifically, the firm increases its efficiency by using numerous forms of legal and practice management software including template software, client management software, and secure internet-based client management for mass tort or multi-plaintiff litigation. We also invest in appropriate billing and tracking software for contemporaneous hourly record keeping.

The Arnold Law Firm places substantial value on representing clients in a manner that is both effective and courteous. Integrity with clients, the courts, and adverse counsel are all considered to be as indispensable as successful results.

Our highly accomplished counsel has a long history of successfully handling class actions across a range of industries, including data breach cases.



M. Anderson Berry Biography



The Arnold Law Firm has a proven track record of success and the ability to work efficiently and cooperatively with others. In addition, our firm has the availability and resources necessary to litigate complex class actions.

M. Anderson Berry

M. Anderson Berry heads the data breach complex litigation and *qui tam* practices for the Arnold Law Firm. He brings substantial experience in complex litigation matters with a history of litigating in an efficient and practical manner, including as Lead Class Counsel, Co-Lead Class Counsel, and as a member of numerous Plaintiffs' Executive Committees.

Mr. Berry has an extensive background in privacy and consumer/government fraud litigation, actively participating in a currently sealed False Claims Act case involving widespread cybersecurity fraud upon the United States, and the class action litigations filed in federal and state courts across the nation, set out below.

Before joining the Arnold Law Firm in 2017, Mr. Berry worked as an Assistant United States Attorney for the Eastern District of California. As part of the Affirmative Civil Enforcement unit, Mr. Berry handled a wide variety of complex cases and recovered millions of dollars for the United States.

Before working for the Department of Justice, Mr. Berry practiced at one of the world's largest law firms, Jones Day, where he represented clients in international arbitration and complex commercial litigation, including defending class action allegations.

Mr. Berry was first selected as the Northern California Super Lawyers Rising Star in 2015 in the field of complex civil litigation.



M. Anderson Berry Biography

(continued)

Mr. Berry attended the University of California, Berkeley, where he majored in English and graduated with highest honors. Mr. Berry was inducted into the Phi Beta Kappa Honor Society and served as President of the English Undergraduate Associate.

After working as a private investigator for both criminal and civil investigations in the San Francisco Bay Area, Anderson graduated from U.C. Berkeley School of Law, where he was a Senior Editor for both the *Berkeley Journal of Criminal Law* and *Berkeley Journal of International Law*.

He was admitted to the California Bar in 2009 and is admitted to practice in the Northern, Eastern, Southern and Central Districts of California. Mr. Berry is also admitted to practice in the Northern District of Illinois, the Eastern District of Michigan, the Northern and Southern Districts of Indiana, the Districts of Colorado and Nebraska, and the Fourth and Ninth Circuit Courts of Appeals.

Mr. Berry was raised in Moraga, California and now lives in Fair Oaks, California, with his wife and three young sons.

Select Data Breach Cases

In re: Fred Hutchinson Cancer Center Data Breach Litig., 23-2-24266-1 SEA (Wash Super, King) (**Co-Lead Counsel**)
Hasbrook v. EP Global Production Solutions, LLC, No. 23STCV19711 (Sup. Crt of CA, Los Angeles) (**Co-lead Counsel**)

In Re: Snap Finance Data Breach, 2:22-cv-00761-TS-JCB (D.UT.) (**Co-Lead Counsel**)

Ware v. San Geronio Memorial Hosp., CVRI2301216 (Sup. Crt of CA, Riverside) (**Co-Lead Counsel**)

In Re: Overby-Seawell Co. Customer Data Security Breach Lit., 1:23-md-03056-SDG (N.D. Ga.) (**Co-Lead Counsel**)
Holmes v. Elephant Insurance Company, et al., 3:22-cv-00487-JAG (E.D. VA.) (**Co-Lead Counsel**)

In Re: Arthur J. Gallagher Data Breach Litigation, 1:21-cv-04056 (N.D.Ill.) (**Co-Lead Counsel**)



M. Anderson Berry Biography

(continued)

In Re: CaptureRx Data Breach Litigation, 5:21-cv-00523
(W.D.TX.) (**Co-Lead Counsel**)

Rossi v. Claire's Stores, 1:20-cv-05090 (N.D. Ill.) (**Co-Lead Counsel**)

Desue v. 20/20 Eye Care Network, Inc. et al., 0:21-cv-61275 (S.D. Fla.) (**Executive Comm.**)

In re: Mednax Services, Inc. Customer Data Security Breach Litigation, 21-MD-02994 (S.D. Fl.) (**Executive Comm.**)

In re Lakeview Loan Servicing Data Breach Litigation,
Case No. 1:22-cv-20955-DPG (S.D. Fla.) (**Executive Comm.**)

Swan v. North American Breaker Company, LLC, Case No. 2:25-cv-02002-HDV-KES (C.D. Ca.) (**Co-Lead Counsel**)

Margul v. Evolve Bank & trust, Case No. 1:24-cv-03259-DDD (D. Co.) (**Co-Lead Counsel**)

Pace v. Omni Family Health, Case No. 1:24-cv-01277-JLT
(E.D. Cal.) (**Co-Lead Counsel**)

In re Avis Rent A Car System, LLC Security Incident Litigation, Case No. 2:24-cv-09243-JXN (D. N.J.) (**Co-Lead Counsel**)

Kersey v. Therapeutic Health Services, Case No. 24-2-17679-9 (Wash. Super., King Cty) (**Lead Counsel**)

Cordell v. Patelco Credit Union, Case No. 24CV082095
(Sup. Ct. Of CA, Alameda) (**Co-Lead Counsel**)

In re: Panera Data Security Litigation, Case No. 4:24-cv-847-HEA (E.D. Mo.) (**Co-Lead Counsel**)

In Re: CaptureRx Data Breach Litigation, Case No. 5:21-cv-00523 (W.D. Tx.) (**Co-Lead Counsel**)

Garcia v. Washington State Department of Licensing, Case No. 22-2-05635-5 (Wash. Super., King Cty) (**Co-Lead Counsel**)



M. Anderson Berry Biography

(continued)

Burgin et al. v. Housing Authority of the City of Los Angeles, No. 23STCV06494 (Super. Ct. of CA, Los Angeles)
(Co-Lead Counsel)

In re: Signature Performance Data Breach Litig., No. 8:24-cv-00230-BBCB-MDN (D. Neb.) **(Co-Lead Counsel)**

In re: Prospect Medical Holdings, Inc. Data Breach, No. 2:23-cv-03216-WB (E.D. Pa.) **(Co-Lead Counsel)**

In Re: Eureka Casino Breach Litig., No. 2:23-cv-00276-CDS-DJA (D. Nev.) **(Co-Lead Counsel)**

In re: Cerebral, Inc. Privacy Practices, No. 2:23-cv-01803-FMO (C.D. Ca.) **(Liaison Counsel)**

In re: Sequoia Benefits and Insurance Data Breach Litig., No. 3:22-cv-08217-RFL (N.D. Cal.) **(Executive Comm.)**

Smith v. Apria Healthcare, LLC, No. 1:23-cv-01003-JPH-KMB (S.D. Ind.) **(Executive Comm.)**

Dudurkaewa et al. v. Midfirst Bank, et al., 5:23-cv-00817-R (W.D. Ok.) **(Executive Comm.)**

Mcauley, et al. v. Pierce College District, No. 23-2-11064-7 (Wash Super., Pierce) **(Executive Comm.)**

In Re: Proliance Surgeons Data Breach Litig., No. 23-2-23579-7 SEA (Wash Super., King) **(Executive Comm.)**

Gates v. Western Washington Medical Group, No. 23-2-08498-31 (Wash Super., Snohomish) **(Executive Comm.)**

Hulse v. Acadian Ambulance Service, Inc., Case No. 6:24-cv-01011-DCJ (W.D. La.) **(Executive Comm.)**

In re Lakeview Loan Servicing Data Breach Litigation, Case No. 1:22-cv-20955-DPG (S.D. Fla.) **(Executive Comm.)**

In re Landmark Admin LLC Data Incident Litigation, Case No. 6:24-cv-082-H (N.D. Tx.) **(Executive Comm.)**

Garcia v. Set Forth, Inc., Case No. 24-CV-11688 (N.D. Ill.) **(Executive Comm.)**



Gregory Haroutunian Biography



Gregory Haroutunian

Gregory Haroutunian is the Senior Associate of the data breach complex litigation and *qui tam* practices for the Arnold Law Firm. He brings substantial experience in complex litigation matters with a history of litigating in an efficient and practical manner.

Mr. Haroutunian has an extensive background in complex litigation, privacy and consumer/government fraud litigation, actively participating in a currently sealed False Claims Act case involving widespread cybersecurity fraud upon the United States, and the class action litigations filed in federal courts across the nation, set out below.

Before joining the Arnold Law Firm in 2021, Mr. Haroutunian worked in diverse practices across the nation including litigating dozens of products liability medical device cases in state and federal courts throughout the country and employment and construction related complex class-action and surety bond litigations involving multi-million dollar settlements throughout New York and New Jersey.

Mr. Haroutunian attended Columbia College, Columbia University, where he majored in Political Science and served with the New York State Senate Minority Leader's Office.

After working as a paralegal for a small general litigation and elder law firm in New York City, Gregory attended the Georgetown University Law Center where he graduated *cum laude*. While at Georgetown Gregory held a year-long judicial internship under Chief Administrative Law Judge Ronnie A. Yoder of the United States Department of Transportation and served as a legal intern at the National Whistleblowers' Center and the firm Kohn, Kohn, & Colapinto where he had his first experiences in *qui tam* and fraud cases.

Work that Mr. Haroutunian did at Georgetown comparing and analyzing aviation regulations was subsequently published in the Law Journal of the Pacific.



Gregory Haroutunian
Biography (cont.)

He was admitted to the New Jersey and New York Bars in 2013 and the California Bar in 2020 and is admitted to practice in the Northern, Eastern, Southern, and Central Districts of California, the Southern and Northern Districts of New York, and the District of New Jersey. Mr. Haroutunian is also admitted to practice in the Southern and Northern Districts of Indiana and the District of Colorado.

Mr. Haroutunian has been separately appointed Lead Counsel or Liaison Counsel in the following matters:

In re F21 OPCO, LLC Data Breach Litigation, No. 2:23-cv-07390-MEMF-AGR (C.D. Cal.) (**Co-Lead Counsel**)

Benavides v. HopSkipDrive, Inc., No. 23STCV31729 (Cal. Super. LA County) (**Co-Lead Counsel**)

In re Avis Rent a Car System, LLC Security Incident Litigation, No. 2:24-cv-09243 (D.N.J.) (**Co-Lead Counsel**)

In re SAG Health Data Breach Litig., No. 2:24-cv-10503-MEMF-JPR (C.D. Cal.) (**Co-Lead Counsel**)

Accurso v. Western Electrical Contractors Assoc., No. 24CV017855 (Cal. Super. Sacramento County) (**Liaison Counsel**)

Mr. Haroutunian was raised in Montvale, New Jersey.



Brandon P. Jack Biography



Brandon P. Jack

Brandon P. Jack is a Senior Associate in the Data Breach, Complex Litigation, and *qui tam* practice at the Arnold Law Firm. He brings a wealth of experience in high-stakes litigation and is known for his strategic, efficient, and results-driven approach.

Mr. Jack has an extensive background in complex litigation, privacy and consumer/government fraud litigation, actively participating in numerous data privacy and cybersecurity matters in federal courts across the nation.

Before joining the Arnold Law Firm in 2023, Mr. Jack served as a civil defense attorney representing clients in a wide range of business, construction, contract, and employment disputes—consistently securing favorable outcomes. His strong litigation background has made him an essential asset to the firm's complex litigation and *qui tam* practices .

Mr. Jack attended the University of California Santa Barbara where he majored in philosophy and minored in technology business management. After receiving his bachelor's degree, Mr. Jack attended the McGeorge School of Law, where he received his juris doctorate with concentrations in business and tax law.

Mr. Jack was admitted to the California Bar in 2019 and is admitted to practice in the Northern, Eastern, and Central Districts of California. He is also admitted to practice in the District of Colorado and the Southern District of Indiana.

Mr. Jack specializes in consumer protection, data breach, cybersecurity, and privacy class action and complex litigation on behalf of plaintiffs and has been involved in several high-profile data breach cases.

Mr. Jack was raised in El Dorado Hills, California.

EXHIBIT 5



SHUB JOHNS & Holbrook LLP

Four Tower Bridge
200 Barr Harbor Drive
Suite 400
Conshohocken, PA 19428

(610) 477-8380
SHUBLAWYERS.COM
INFO@SHUBLAWYERS.COM



Jonathan Shub is a co-founder of Shub Johns & Holbrook LLP. Mr. Shub graduated from American University (Washington, D.C.), B.A., in 1983 and Delaware Law School of Widener University (now Widener University Delaware School of Law), cum laude, in 1988. While enrolled in Delaware Law School of Widener University, he served as the Law Review Articles Editor. Jon was a Wolcott Fellow Law Clerk to the Hon. Joseph T. Walsh, Delaware Supreme Court in 1988. He is a member of the American Association of Justice (past chairman of class action litigation section), the American Bar Association and the Consumer Attorneys of California. Jon was named a Pennsylvania SuperLawyer from 2005-2009 and 2012-2024. Jon is also an active member of his local synagogue and an avid political fundraiser.

Jonathan Shub is the founder of Shub Johns & Holbrook LLP. He is recognized as one of the nation's leading class action consumer rights lawyers, based on his 30+ years representing classes of individuals and businesses in a vast array of matters involving unlawful conduct. He has gained notable attention in the area of defective consumer electronics and computer hardware as a result of many leadership positions in federal and state cases against companies such as Hewlett-Packard, Maytag, IBM and Palm. In fact, Maximum PC Magazine, a leading industry publication, said years back that "Shub is becoming renowned for orchestrating suits that have simultaneously benefited consumers and exposed buggy hardware." He also has vast experience in mass tort class actions such as Vioxx, light tobacco litigation, and in consumer class actions such as energy deregulation.

Jon was an editor of his school's law review and launched his career in the Washington office of Fried, Frank, Harris, Shriver & Jacobson, where he worked on complex commercial matters including corporate investigations and securities litigation. He then moved into a practice of consumer protection and advocacy, and was a partner in two prominent class actions firms (Seeger Weiss and Kohn, Swift & Graf) before launching his firm in 2020. He is a frequent lecturer on cutting edge class action issues, and is a past chairman of the Class Action Litigation Group of the American Association for Justice. Jon regularly appears in state and federal courts nationwide, and in many high profile consumer protection cases. Jon's leadership roles require him to develop the theories of liability for the entire class as well as the overall trial strategy for the cases. Jon was co-lead and co-trial counsel in a case in a federal court case against municipality for violation of a state privacy law. The trial resulted in a jury award of approximately \$68,000,000 to the Class. Most recently, he is co-lead counsel of a certified class against a hospital in Philadelphia for violating Philadelphia's Ban the Box law.

Jon's experience in class action litigation includes the following leadership positions:

- *Pugh et al. v. CHHS Hospital Company, LLC et al.*, No. 01768 (Phila. Ct. Common Pl.) (court certifies class of impacted individuals and grants preliminary approval of settlement in this class action alleging violation of the "Ban the Box Law." The Court's order appoints Jonathan Shub as co-lead Settlement Class Counsel);
- *Hasbrook v. EP Global Production Solutions, LLC, et al.*, Case No. 23STCV19711 (Cal. Super. Ct.) (Shub Johns & Holbrook LLP appointed as Co-lead Settlement

Class Counsel in a consumer class action data breach litigation in California);

- *Mercado v. Verde Energy USA, Inc.*, No. 18-cv-2068 (N.D. Ill. Aug. 18, 2021) (ECF No. 136) (court approved a settlement involving all individual residential consumers who enrolled in Verde Energy's variable rate electricity plan in connection with properties located in New York, Massachusetts, Illinois, New Jersey, Ohio or Pennsylvania arising out of allegations of deceptive advertising of residential energy practices);
- *Taha v. Bucks County.*, NO. 12-6867 (E.D. Pa. Apr. 29, 2019) (appointed as co-lead counsel in a national class action alleging the illegal publication of arrest records for thousands of individuals);
- *In re: AZEK Building Products Inc. Marketing and Sales Practices Litigation*, MDL No. 2506, Civil Action No. 2:12-cv-06627-MCA-MAH, (D.N.J.) (ECF 219) (appointed as co-lead class counsel in settled national litigation against CPG International for deceptive advertising in connections with deceptive advertising of AZEK-branded decking products);
- *Tennille v. Western Union Company*, No. 09-cv-00938 (D. Colo.) (ECF No. 175) (appointed as part of the executive committee counsel in settled national litigation against Western Union for deceptive practices in connection with money transfers);
- *In re Facebook PPC Advertising Litig.*, No. 09-cv-3043 (N.D. Cal.) (ECF No. 56) (appointed as co-lead class counsel and as a member of the Plaintiffs' Executive Committee in litigation against Facebook for deceptive advertising practices);
- *In re: Palm Treo 600 and 650 Litig.*, No. 05-cv-3774 (N.D. Cal.) (ECF No. 18) (appointed as co-lead counsel in a national class action involving defective smart phones); and
- *Austin v. Kiwi Energy NY, LLC*, Index No. 515350/2017 (N.Y. Super. Kings Cty.) (ECF No. 66) (preliminarily approving class action settlement against KIWI Energy LLC for deceptive advertising of residential energy prices and appointing Mr. Shub as Class Counsel).

Publications and Presentations:

- Moderator, Class Actions, Annual Meeting of American Association of Justice, 2015, 2016
- Speaker, Class Actions, Annual Meeting of American Association of Justice, 2015, 2016
- Speaker, "Finding the Right Class Action", New Jersey Association of Justice, June, 2016
- Speaker, "Nuts and Bolts of MDL Practice", Class Action Symposium, Chicago, Illinois, June, 2016
- Speaker, "Computer Technology and Consumer Products Class Actions", Consumer Attorneys of California 46th Annual Convention, November 2007
- Frequent speaker, American Association for Justice (formerly ATLA)
- Author, "Distinguishing Individual from Derivative Claims in the Context of Battles for Corporate Control", 13 Del. J. Corp. L 579 (1998)

- Author, “Shareholder Rights Plans? Do They Render Shareholders Defenseless Against Their Own Management”, 12 Del J. Corp, L. 991 (1997)
- Co-author, “Once Again, the Court Fails to Rein in RICO”, Legal Times (April 27, 1992)
- Co-author, “Failed One-Share, One Vote Rule Let SEC Intrude in Boardroom”, National LawJournal (October 8, 1990).



Benjamin F. Johns, a co-founding partner at Shub Johns & Holbrook LLP, is a consumer protection advocate with two decades of litigation experience. He is admitted to practice in all of the state and federal courts in Pennsylvania and New Jersey, and has personally argued in the Third Circuit, D.C. Circuit, PA Supreme Court, and PA Commonwealth Court. Over the course of his career, Mr. Johns has taken and defended hundreds of depositions, argued and won dispositive motions (including contested motions for class certification), and been appointed to leadership positions by various courts across the country. He was recently described by the legal publication Law360 as being a “data breach specialist.” He was the lead litigator at his prior firm in a case against Apple which resulted in a \$50 million settlement and was the No. 1 ranked Consumer Fraud settlement in California for 2022 by TopVerdict.com.

Mr. Johns is currently serving as court-appointed co-lead counsel in several consumer data breach class actions, including *Heath, et al. v. Keenan & Associates*, Case No. 24STCV03018 (Cal. Super. Ct.); *In re NCB Management Services, Inc. Data Breach Litig.*, No. 2:23-cv-1236-KNS (E.D. Pa.); *In re Geisinger Health Data Security Incident Litig.*, No. 4:24-cv-01071-MWB (M.D. Pa.); *In re Community Health Systems, Inc. Data Sec. Litig.*, No. 3:23-cv-00285 (M.D. Tenn.) (now part of MDL No. 3090); *Drugich v McLaren Health Care Corp*, No. 23-CV-12520 (E.D. Mich.); *Guarnaschelli et al. v. East River Medical Imaging, P.C.*, Index No. 656099/2023 (N.Y. Sup. Ct.); *Jay Kay Collision Center, Inc. v. CDK Global, LLC*, No. 1:24-cv-05313 (N.D. Ill.); *Dimoff v. Allegheny Health Network*, 2:25-cv-00125-NR (W.D. Pa.); and *Salinas et al. v. Southwest Louisiana Hospital Association, d/b/a Lake Charles Memorial Health System*, No. 20213-0090 D (La. J. D. Ct.). He is also interim co-lead counsel in *Zeiders v. Volkswagen Group of Am., Inc.*, No. 2:24-cv-11197-BRM-JSA (D.N.J.) and *Duffy v. Mazda Motor of Am.*, No. 3:24-CV-388-BJB (W.D. Ky.).

Over the course of his career, Mr. Johns has provided substantial assistance in the prosecution and resolution of the following cases:

- *Bianucci v. Rite Aid Corp.*, No. 2:24-cv-03356-HB (E.D. Pa.) (Mr. Johns served as co-lead counsel in this data breach class action that settled for \$6.8 million. The district court’s order granting final approval to the settlement remarked that lead counsel’s work on the case was “admirable,” and that “counsel could not have secured a better outcome for the class.”)

- *In re CorrectCare Data Breach Litig.*, No. 5:22-319-DCR (E.D. Ky.) (Mr. Johns served as co-lead counsel in this case regarding a data breach at an entity that manages medical claims at certain correctional facilities, which ultimately resulted in a \$6.49 million settlement)
- *Hasbrook v. EP Global Production Solutions, LLC, et al.*, Case No. 23STCV19711 (Cal. Super. Ct.) (Shub Johns & Holbrook LLP served as co-lead counsel in this class action that asserted claims under the California Consumer Privacy Act, and which settled for \$9.5 million);
- *Nelson v. Connexin Software Inc. d/b/a Office Practicum*, No. 2:22-cv-04676-JDW (E.D. Pa.) (Mr. Johns served as co-lead counsel in this data breach class action brought by pediatric patients against an electronic medical records vendor, which resulted in a \$4 million settlement)
- *Gravley, Sr. v. Fresenius Vascular Care, Inc.*, No. 2:24-cv-1148 (E.D. Pa) (Mr. Johns served as co-lead counsel; in granting final approval to a \$3.15 million settlement, the court said “[c]lass counsel has extensive experience litigating these data breach class actions, particularly within this district...”)
- *In re Wright & Filippis, LLC Data Security Breach Litigation*, No. 2:22-cv-12908 (E.D. Mich.) (Mr. Johns served as co-lead counsel in this case involving a cyber security incident at a prosthetics and orthotics provider, which resulted in a \$2.9 million settlement)
- *Guarnaschelli et al. v. East River Medical Imaging, P.C.*, Index No. 656099/2023 (N.Y. Sup. Ct.) (Mr. Johns was designated co-lead counsel in this data breach case impacting consumer personal identifiable and private health information, resulting in a settlement valued at \$1.85 million)
- *Johnson v. One Brooklyn Health System, Inc.*, Index No. 512485/2023 (N.Y. Sup. Ct.) (Mr. Johns served as co-lead class counsel in this data breach that impacted current and former patients of some hospitals and clinics located in New York’s borough of Brooklyn. The case resulted in a \$1.5 million common settlement fund)
- *In re R&B Corporation of Virginia d/b/a Credit Control Corporation, Data Security Breach Litig.*, No. 4:23-CV-66 (E.D. Va.) (Mr. Johns served as co-lead counsel in this data breach class action against a debt collection agency which resulted in a \$1.6 million settlement)
- *In re Hope Coll. Data Sec. Breach Litig.*, No. 1:22-CV-01224-PLM (W.D. Mich.) (Mr. Johns was designated lead counsel in this data breach case against a private college in Michigan which resulted in a \$1.5 million settlement)
- *In re Onix Group, LLC Data Breach Litig.*, No. 23-2288-KSM (E.D. Pa.) (Mr. Johns was designated co-lead counsel in this data breach case impacting consumer personal identifiable and private health information, resulting in a settlement valued at \$1.25 million)

- *In re Macbook Keyboard Litig.*, No. 5:18-cv-02813-EJD (N.D. Cal.) (Mr. Johns took and defended numerous depositions and successfully argued two motions to dismiss and co-argued plaintiffs’ motion for class certification in this widely-covered case against Apple which ultimately settled for a \$50 million common fund. In granting final approval to the settlement, the district court wrote that plaintiffs’ counsel “achieved excellent results for the class.”)
- *Kostka v. Dickey’s Barbecue Restaurants Inc.*, No. 3:20-CV-03424-K (N.D. Tex.) (Mr. Johns served as co-lead counsel in this consumer data breach case which resulted in a \$2.35 million common fund settlement)
- *Udeen v. Subaru of Am., Inc.*, No. 18-17334 (RBK/JS) (D.N.J.) (Mr. Johns was co-lead counsel in this consumer class action involving allegedly defective infotainment systems in certain Subaru automobiles, which resulted a settlement valued at \$6.25 million. At the hearing granting final approval of the settlement, the district court commented that the plaintiffs’ team “are very skilled and very efficient lawyers...They’ve done a nice job.”)
- *Breneman v. Keystone Health*, Case No. 2023-618 (Pa. Ct. Com. Pl.) (Mr. Johns was co-lead counsel in this medical data breach class action which resulted in a \$900,000 common fund settlement)
- *In re Nexus 6P Product Liability Litig.*, No. 5:17-cv-02185-BLF (N.D. Cal.) (Mr. Johns served as co-lead counsel – and argued two of the motions to dismiss – in this defective smartphone class action. The case resulted in a settlement valued at \$9.75 million, which Judge Beth Labson Freeman described as “substantial” and an “excellent resolution of the case.”)
- *In re MyFord Touch Consumer Litig.*, No. 13-cv-03072-EMC (N.D. Cal.) (Mr. Johns served as court-appointed co-lead counsel in this consumer class action concerning allegedly defective MyFord Touch infotainment systems, which settled for \$17 million shortly before trial.)
- *Weeks v. Google LLC*, 5:18-cv-00801-NC, 2019 U.S. Dist. LEXIS 215943, at *8-9 (N.D. Cal. Dec. 13, 2019) (Mr. Johns was co-lead counsel – and successfully argued against a motion to dismiss – in this defective smartphone class action. A \$7.25 million settlement was reached, which Magistrate Judge Nathanael M. Cousins described as being an “excellent result.”)
- *Gordon v. Chipotle Mexican Grill, Inc.*, No. 17-cv-01415-CMA-SKC (D. Colo.) (Mr. Johns served as co-lead counsel of behalf of a class of millions of cardholders who were impacted by a data breach at Chipotle restaurants. After largely defeating a motion to dismiss filed by Chipotle, the case resulted in a favorable settlement for affected consumers. At the final approval of the settlement, the district court noted that class counsel has “extensive experience in class action litigation, and are very familiar with claims, remedies, and defenses at issue in this case.”)

- *Hughes v. UGI Storage Co.*, 263 A.3d 1144 (Pa. 2021) (Mr. Johns argued this precedent-setting *de facto* takings matter before the Pennsylvania Supreme Court in October of 2021, which resulted in a 6-0 reversal of the underlying Commonwealth Court decision that had affirmed the trial court's dismissal of the case)
- *Bray et al. v. GameStop Corp.*, 1:17-cv-01365-JEJ (D. Del.) (Mr. Johns served as co-lead counsel for consumers affected by a data breach at GameStop. After largely defeating a motion to dismiss, the case was resolved on favorable terms that provided significant relief to GameStop customers. At the final approval hearing, the District Judge found the settlement to be "so comprehensive that really there's nothing else that I need developed further," that "the settlement is fair," "reasonable," and "that under the circumstances it is good for the members of the class under the circumstances of the claim.")
- *In re: Elk Cross Timbers Decking Marketing, Sales Practices and Products Liability Litig.*, No. 15-cv-18-JLL-JAD (D.N.J.) (Mr. Johns served on the Plaintiffs' Steering Committee in this MDL proceeding, which involved allegedly defective wood-composite decking, and which ultimately resulted in a \$20 million settlement.)
- *In re Checking Account Overdraft Litig.*, No. 1:09-MD-02036-JLK (S.D. Fla.) (Mr. Johns was actively involved in these Multidistrict Litigation proceedings, which involve allegations that dozens of banks reorder and manipulate the posting order of debit transactions. Settlements collectively in excess of \$1 billion were reached with several banks. Mr. Johns was actively involved in prosecuting the actions against U.S. Bank (\$55 million settlement) and Comerica Bank (\$14.5 million settlement).)
- *Physicians of Winter Haven LLC, d/b/a Day Surgery Center v. STERIS Corporation*, No. 1:10-cv-00264-CAB (N.D. Ohio) (Mr. Johns was the primary associate working on this case which resulted in a \$20 million settlement on behalf of hospitals and surgery centers that purchased a sterilization device that allegedly did not receive the required pre-sale authorization from the FDA.)
- *West v. ExamSoft Worldwide, Inc.*, No. 14-cv-22950-UU (S.D. Fla.) (Mr. Johns was co-lead counsel in this case which resulted in a \$2.1 million settlement on behalf of July 2014 bar exam applicants in several states who paid to use software for the written portion of the exam which allegedly failed to function properly)
- *Henderson v. Volvo Cars of North America, LLC*, No. 2:09-cv-04146-CCC-JAD (D. N.J.) (provided substantial assistance in this consumer automobile case that settled after the plaintiffs prevailed, in large part, on a motion to dismiss)
- *In re Marine Hose Antitrust Litig.*, No. 08-MDL-1888 (S.D. Fla.) (settlements totaling nearly \$32 million on behalf of purchasers of marine hose.)
- *In re Philips/Magnavox Television Litig.*, No. 2:09-cv-03072-CCC-JAD (D. N.J.) (settlement in excess of \$4 million on behalf of consumers whose flat screen televisions failed due to an alleged design defect. Mr. Johns argued against one of the motions to dismiss.)

- *Allison, et al. v. The GEO Group*, No. 2:08-cv-467-JD (E.D. Pa.), and *Kurian v. County of Lancaster*, No. 2:07-cv-03482-PD (E.D. Pa.) (settlements totaling \$5.4 million in two civil rights class action lawsuits involving allegedly unconstitutional strip searches at prisons)

Mr. Johns was elected by fellow members of the Philadelphia Bar Association to serve a three-year term on the Executive Committee of the organization's Young Lawyers Division. He also served on the Editorial Board of the Philadelphia Bar Reporter and the Board of Directors for the Dickinson School of Law Alumni Society. Mr. Johns has been published in the Philadelphia Lawyer magazine and the Philadelphia Bar Reporter. While in college, Mr. Johns was on the varsity basketball team and spent a semester studying abroad in Osaka, Japan. He graduated from Harriton High School in 1998 as the then all-time leading scorer in the history of the boys' basketball program. Ben has been named a "Lawyer on the Fast Track" by The Legal Intelligencer, a "Top 40 Under 40" attorney by The National Trial Lawyers, and a Pennsylvania "Rising Star"/"Super Lawyer."

Education

- Penn State Dickinson School of Law, J.D., 2005 – Woolsack Honor Society
- Penn State Harrisburg, M.B.A., 2004 – Beta Gamma Sigma Honor Society
- Washington and Lee University, B.S., 2002 – *cum laude*
- Kansai Gaidai University, Osaka Prefecture, Japan (studied abroad during 2000-2001 semester)
- Executive Committee, Young Lawyers Division of the Philadelphia Bar Association
- Board Member, The Dickinson School of Law Alumni Society
- Editorial Board, Philadelphia Bar Reporter 2013-16
- Former Member, Washington and Lee Alumni Admissions Program

Admissions

- United States Court of Appeals for the Third Circuit
- United States Court of Appeals for the Fifth Circuit
- United States Court of Appeals for the Sixth Circuit
- United States Court of Appeals for the Ninth Circuit
- United States Court of Appeals for the District of Columbia Circuit
- United States District Court for the Eastern District of Pennsylvania
- United States District Court for the Middle District of Pennsylvania
- United States District Court for the Western District of Pennsylvania
- United States District Court for the District of New Jersey

- United States District Court for the District of Colorado
- United States District Court for the Northern District of Illinois
- United States District Court for the Central District of Illinois
- United States District Court for the Eastern District of Michigan
- United States District Court for the Western District of Michigan
- United States District Court for the Eastern District of Wisconsin
- United States Court of Federal Claims
- Supreme Court of Pennsylvania
- Supreme Court of New Jersey

Memberships and Associations

- Named a “Lawyer on the Fast Track” by *The Legal Intelligencer*
- Named to the Pennsylvania “Rising Stars” List from Super Lawyers: 2010-Present
- Recognized as a “Top 40 Under 40” lawyer by The National Trial Lawyers
- Member of the Delaware County Bar Association



Samantha E. Holbrook, a co-founding partner of Shub Johns & Holbrook LLP, has extensive experience in consumer protection class action litigation. Prior to joining the firm, Ms. Holbrook practiced at two different national class action law firms where she represented consumers and investors in nationwide class actions. Ms. Holbrook has experience handling and litigating all aspects of the prosecution of national class action litigation asserting claims under state and federal law challenging predatory lending practices, product defects, breach of fiduciary duty, antitrust claims, consumer fraud and unfair and deceptive acts and practices in federal courts throughout the country.

Ms. Holbrook has also obtained favorable recoveries on behalf of multiple nationwide classes of borrowers whose insurance was force-placed by their mortgage services.

Ms. Holbrook received her law degree from Temple University Beasley School of Law. While in law school, she served as the President of the Moot Court Honor Society and President of the Student Animal Legal Defense Fund. She was also a member of Temple’s nationally recognized Trial Team. Upon graduating, she served as an adjunct professor for Temple coaching its Trial Team from 2013-2018. Ms. Holbrook received her undergraduate degrees from the Pennsylvania

State University in Political Science and Spanish. While in college, Ms. Holbrook spent a semester studying abroad in Sevilla, Spain. She is proficient in Spanish. Ms. Holbrook also currently serves as the Board President for Citizens for a No-Kill Philadelphia, a Philadelphia-based animal welfare advocacy organization, and serves on the Board of Directors of City of Elderly Love, a senior-focused animal rescue organization.

Ms. Holbrook has been recognized by Pennsylvania Super Lawyers as a Rising Star for each year from 2020-2024. She has also been recognized as a Top Young Rising Attorney in Pennsylvania in 2020, and a Pennsylvania & Delaware Top Attorneys Rising Stars in 2021. She is admitted to practice in all federal and state courts in Pennsylvania and New Jersey.

Over the course of her career, Ms. Holbrook has provided substantial assistance in the prosecution of the following cases:

- *Woytach et al., v. Drug And Alcohol Treatment Services, Inc.*, No. 2025-CV-03681 (Lack. Cty. Ct. Com. Pl) (appointed as Interim Co-Lead Counsel in the consolidated data breach class action pending in the Pennsylvania Court of Common Pleas).
- *In re HealthEquity, Inc. Data Security Incident Litigation*, No. 2:2024-cv-00528 (D. Utah.) (appointed to serve on Plaintiff's Executive Committee in a consumer class action medical data breach litigation pending in Utah);
- *Reichbart v. Financial Business and Consumer Solutions, Inc.*, No. 24-cv-1876 (E.D. Pa.) (ECF No. 23) (appointing Ms. Holbrook as Liaison Counsel in data breach class action);
- *In re F21 OPCO LLC Data Breach Litigation*, No. 2:2023-cv-07390 (C.D. Ca.) (appointed as Plaintiffs' Co-lead Counsel in a consumer class action data breach litigation pending in California);
- *Lockhart et al., v. El Centro Del Barrio d/b/a CentroMed*, No. 5:23-cv-01156 (W.D. Tx.) (appointed as Plaintiff's Interim Co-Lead Counsel in a consumer class action medical data breach litigation pending in Texas);
- *Krenk v. Murfreesboro Medical Clinic, P.A. D/B/A Murfreesboro Medical Clinic & Surgicenter*, Case No. 75CC1-2023-CV-81005 (Rutherford Cir. Ct.) (appointed to the Plaintiffs' Steering Committee in a consumer class action medical data breach litigation pending in Tennessee);
- *Doe v. Highmark, Inc.*, No. 2:23-cv-00250 (W.D. Pa.) (provisionally appointed as a member of the Plaintiffs' Executive Committee in this medical data breach litigation pending in Pennsylvania);
- *Suarez v. Nissan North America*, No. 3:21-cv-00393 (M.D. Tenn.) (appointed lead class counsel in a consumer class action alleging defective headlamps in Nissan Altima vehicles which reached a settlement valued at over \$50 million that provides reimbursements, free repairs, and an extended warranty);

- *Kostka v. Dickey's Barbecue Restaurants, Inc.*, No. 3:20-cv-03424-K (N.D. Tex.) (appointed as additional interim class counsel on behalf of consumers whose sensitive payment card information was exposed in a data breach at Dickey's restaurant chains);
- *In re Wawa, Inc. Data Security Litig.*, No. 2:19-cv-06019-GEKP (E.D. Pa.) (achieved \$12 million settlement on behalf of consumers whose sensitive payment card information was exposed to criminals as part of a highly-publicized data breach);
- *Lacher et al v. Aramark Corp.*, 2:19-cv-00687 (E.D. Pa. 2019) (represented a class of Aramark's current and former managers alleging that Aramark breached its employment contracts by failing to pay bonuses and restricted stock unit compensation to managers nationwide);
- *Turner v. Sony Interactive Entertainment LLC*, No. 4:21-cv-02454-DMR (N.D. Cal.) (class action lawsuit alleging that Sony's PlayStation 5 DualSense Controller suffers from a "drift defect" that results in character or gameplay moving on the screen without user command or manual operation of the controller thereby compromising its core functionality);
- *Board of Trustees of the AFTRA Retirement Fund, et al. v. JPMorgan Chase Bank, N.A.*, 09-CV-686 (SAS), 2012 WL 2064907 (S.D.N.Y. June 7, 2012) (approving \$150 million settlement); and
- *In re 2008 Fannie Mae ERISA Litigation*, Case No. 09-cv-1350 (S.D.N.Y.) (\$9 million settlement on behalf of participants in the Federal National Mortgage Association Employee Stock Ownership Plan).



Damian Gomez joined Shub Johns & Holbrook LLP in March 2022 and is currently positioned as a **Legal Assistant** and **Consumer Communications Specialist**. Damian graduated from the University of Texas at Austin in 2021 with a Bachelor's degree in History with a focus on Classical Studies, as well as a Certificate in Creative Writing.

Damian's current responsibilities include conducting widespread investigations and initial research into potential class action and consumer protection cases, interviewing and vetting potential clients and class representatives, and assisting in legal projects as necessary. Aside from legal assistance, Damian manages Shub Johns & Holbrook's Marketing and Outreach ventures, writes for and oversees the Shub Johns & Holbrook's website content, and runs Shub Johns & Holbrook's social media accounts.



Christine Powers is a **Senior Paralegal** with Shub Johns & Holbrook LLP. She has over 25 years of legal experience supporting attorneys in all aspects of the litigation process in jurisdictions nationwide. Before joining Shub Johns & Holbrook in September 2024, Christine worked on complex litigation matters, including areas of corporate governance and mergers and acquisitions, for over 15 years at a large plaintiffs' class action law firm. Christine graduated with a bachelor's degree in communications from LaSalle University.



Dawn Tormey is the **Office Administrator** at Shub Johns & Holbrook LLP. Dawn joined the SJ&H team in February 2023. Dawn has over 20 years of experience working in service-based law firms with a focus on consumer protection.

Her extensive background supports her role in overseeing the general day-to-day operation of the firm, which includes administrative tasks, benefits administration, bookkeeping, payroll, and banking.